1. Town Council - Agenda

   Documents:

   2016_09_13_CC_RG_AG.PDF

2. Town Council - Agenda Packet

   Documents:

   2016_09_13_CC_RG_PK .PDF

Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING
Tuesday, September 13, 2016
6:00 P.M.

Council Chambers
202 N. State Route 89
Chino Valley, Arizona

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to accept the July 26, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

b. Consideration and possible action to accept the August 9, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

c. Consideration and possible action to accept the August 16, 2016 special meeting minutes. (Jami Lewis, Town Clerk)

d. Consideration and possible action to accept the August 16, 2016 study session minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a. Consideration and possible action to approve the intergovernmental agreement (IGA) between the Town of Chino Valley and Yavapai County authorizing payment for General Drainage Improvements within the Town of Chino Valley. (Michael Lopez, Public Works Director/Town Engineer)

Recommended Action: Approve the intergovernmental agreement (IGA) between the Town of Chino Valley and Yavapai County for General Drainage Improvements within the Town of Chino Valley.

b. Consideration and possible action to adopt Resolution No.16-1091 authorizing the acquisition of certain real property for right-of-way (ROW) and temporary construction easement purposes for re-construction of the intersection of Road 1 West and Road 2 North, authorizing the Mayor, Town Manager and Town Attorney to acquire title to such real property on behalf of the Town by dedication and to obtain the temporary construction easement by purchase for an amount not to exceed $3,500.00, plus acquisition and closing costs; and to authorize the Mayor, Town Manager, and Town Attorney to perform all acts necessary to acquire the property, all as set forth in the Resolution. (Michael Lopez, Public Works Director/Town Engineer)

Recommended Action: Adopt Resolution No. 16-1091, authorizing the acquisition of certain real property.

c. Consideration and possible action to adopt Resolution No. 16-1090, declaring and adopting the results of the primary election held on August 30, 2016. (Jami Lewis, Town Clerk)

Recommended Action: Adopt Resolution No. 16-1090, declaring and adopting the results of the primary election held on August 30, 2016.

d. Consideration and possible action to approve Ordinance No. 16-825 amending the Town of Chino Valley Town Code, Title XI Business Regulations by repealing Chapter 114 Cable Television in its entirety and adopting new Chapter 114 Cable Television, including new Sections 114.01 through 114.61, setting forth definitions, licensing requirements and procedures, and regulations related thereto and requirements related to access channels and subscriber services for cable television providers within the Town of Chino Valley. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Approve Ordinance No. 16-825 declaring that document entitled "Town of Chino Valley Cable Television Regulations, dated September 13, 2016" to be a public record, and amending the Town of Chino Valley Town Code,Title XI Business Regulations, by repealing Chapter 114 Cable Television in its entirety and adopting by reference new Chapter 114 Cable Television, as set forth in that document entitled "Town of Chino Valley Cable Television Regulations, dated September 13, 2016".

e. Consideration and possible action to approve the 2016 Strategic Plan. (Ruth Mayday, Development Services Director)

Recommended Action: Approve the 2016 Strategic Plan as presented.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

a. An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of Town Manager, Robert Smith. (Councilmember Corey Mendoza; Councilmember Lon Turner)

b. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor and Council)

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

a. Consideration and possible action regarding employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of Town Manager, Robert Smith. (Councilmember Corey Mendoza; Councilmember Lon Turner)

10. ADJOURNMENT

Dated this 8th day of September, 2016.

By: ***Jami C. Lewis, Town Clerk***

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/agendacenter and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date:_____ Time:_____ By:_____

Jami C. Lewis, Town Clerk

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Date:_____ Time:_____ By:_____

Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. a.**

Meeting Date: 09/13/2016

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the July 26, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the July 26, 2016 regular meeting minutes.

Attachments

July 26, 2016 minutes

D R A F T

MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, JULY 26, 2016
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, July 26, 2016.

Present:	Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Susie Cuka; Councilmember Corey Mendoza; Councilmember Lon Turner
Absent:	Councilmember Jack Miller
Staff Present:	Town Manager Robert Smith; Assistant Town Manager Cecilia Grittman (recorder); Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Public Works Director/Town Engineer Michael Lopez; Development Services Director Ruth Mayday; Associate Planner James Gardner

1) CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Marley called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Proclamation declaring July 2016 as "Police Appreciation Month," sponsored by the Chino Valley Town Council.

Mayor Marley read the proclamation and presented it to Police Chief Wynn and Lieutenant Schaan.

b) Status Report by Scott Freitag, Fire Chief, Central Arizona Fire and Medical, regarding the Joint Powers Authority between the Chino Valley and Central Yavapai Fire Districts.

Chief Freitag reported on:

- The organization's purpose and strategic plan;
- Reasons for forming the joint powers authority;
- Cost savings resulting from this action;
- Elected boards' structure;
- Budget and bonding authority;
- Management structure;
- Operations, services, and training provided; and
- Partnerships.

3) CALL TO THE PUBLIC

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Pamela Gibbs, resident, commented on the trash situation in Town. Mayor Marley asked staff to contact Ms. Gibbs to obtain clarity on the issue.

Cheri Romley, resident, spoke about a problem with political signs being removed unlawfully.

Lillian Morales, resident, citing a newspaper article, asked about benefits the Town negotiated with local marijuana farms. She also suggested that the Town look into providing transportation to the polls for voters without transportation.

Police Chief Chuck Wynn announced the third annual National Night Out event on August 2; and introduced the department's new patch.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

a) Suggestion that the Town observe a Police Appreciation Day.

Mayor Marley reported that Council read a proclamation to that effect earlier in this meeting.

5) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

a) Status reports by Mayor and Council regarding current events.

Mayor Marley read a Mayor's Report pertaining to the alternative expenditure limitation–Home Rule Option on the 2016 primary election ballot.

b) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

Mr. Smith ceded his time to Public Works Director Lopez, who reported on the status of inhouse projects:

- Old Home Manor EDA project;
- Center Street project;
- EPA water project;
- RFQ for MBR filters;
- Septage receiving;
- Library addition;
- Road 1 North signal;
- Center Street box culvert;
- Chino Meadows 5 Center Street paving;
- Reed and Center Street cluster mail boxes; and
- Reed and Road 1 North and Road 2 South cluster mailboxes.

Council asked about the MBR filter bids and timeframes. Mr. Lopez related that the difference between the highest and lowest bid was $25,000 and staff hoped to complete installation between January and March.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

Council set down item 6a.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Consent Agenda items b, c, d, e and f.

Vote: 6 - 0 PASSED - Unanimously

a) Consideration and possible action to: (i) approve a Cooperative Purchase Agreement with Berge Ford for the purchase of a new Animal Control Officer (ACO) truck in the amount of $32,771.17; and (ii) approve the purchase of a cage from Jones Trailer Co. in the amount of $6,142.55, for a total amount of $ 38,913.72. (Chuck Wynn, Police Chief)

In response to questions from the Council:

- Finance Director Duffy explained that this item was approved in the FY 16/17 budget under the Capital Asset Replacement Fund for up to $40,000. Mayor Marley added that Police Chief Wynn had asked other fabrication shops to bid and none could beat that price.
- Lt. Schaan clarified that although the current truck frame had experienced cracking, it could still be used safely by Facilities staff, as the previous issues had been caused by the box, and without the box there would be no stress on the frame.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve consent agenda item a.

Vote: 6 - 0 PASSED - Unanimously

b) Consideration and possible action to approve the Modification to Intergovernmental Agreement between the State of Arizona and Town of Chino Valley related to collection of transaction privilege taxes, extending the existing agreement for an additional year and providing for automatic renewals, effective from and after July 1, 2016. (Joe Duffy, Finance Director)

c) Consideration and possible action to accept the June 14, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

d) Consideration and possible action to accept the June 21, 2016 study session minutes. (Jami Lewis, Town Clerk)

e) Consideration and possible action to accept the June 28, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

f) Consideration and possible action to accept the July 12, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a) Consideration and possible action to adopt Ordinance 16-819, amending the Unified Development Ordinance ("UDO"), Chapter 2 Definitions, Section 2.1 Meanings of Words and Terms; repealing Chapter 4.21 Sign Regulations, and adopting new Chapter 4.21 Sign Regulations, consisting of Sections 4.21.1 Purpose, 4.21.2 Permits Required, 4.21.3 General Sign Regulations, 4.21.4 Measurement of Signs, 4.21.5 Sign Standards, 4.21.6 Temporary Signs, 4.21.7 Prohibited Signs, 4.21.8 Non-Conforming Signs, and 4.21.9 Violations; Removal, all as set forth in the "Amendments to the Unified Development Ordinance of the Town of Chino Valley Related to Signs, dated July 26, 2016". (James Gardner, Associate Planner)

Recommended Action: Approve Ordinance 16-819, declaring the "Amendments to the Unified Development Ordinance of the Town of Chino Valley related to Signs, dated July 26, 2016" to be a public record and adopting the "Amendments to the Unified Development Ordinance of the Town of Chino Valley, Arizona, Related to Signs, dated July 26, 2016", by reference.

Mr. Gardner reviewed the following:

- Purpose of proposed amendments.
- U.S. Supreme Court case *Reed v. Gilbert.*
- Public participation process over the past seven months.
- Results of survey sent to all business license holders in the Town with an email address.
- Existing regulations as compared to proposed regulations.
- Details of the proposed changes.

Key points were:

- *Purpose of amendments:* To bring the code into compliance with the U.S. Supreme Court case *Reed v. Gilbert*, and to make the code more business-friendly overall.
- *Reed v. Gilbert:* Case changed how all municipalities in the nation regulated signs. The

case left size, location, and time in the hands of local government, but ruled on a new standard that sign content could not be regulated, except for compelling government interest, such as vulgarity. For example, real estate and political signs were currently regulated differently, but such differences were no longer allowed to be enforced. As Reed was a relatively new case, there will be some refining as a result of subsequent cases.

- *Survey to businesses:* Survey responses were incorporated into the proposed amendments.
- *Overall changes:* The proposed amendment reduced regulations, made them less restrictive and easier to understand, and were *Reed* compliant.

Council questioned and staff responded to the following:

- *Flags on residential property:* Since the Town could not regulate by content, regulating by size was one way to reduce an over proliferation of flags.
- *Residential property signs:* Four square feet was the limit.
- *Vehicle signs:* The intent of this provision was to curtail using vehicles as a permanent sign, not prohibit signage on vehicles being used in the course of business. Staff could move this from the prohibited section to the sign regulation section and add a permit process, maximum size, and placement restrictions.
- *Off-site signs:* The current and proposed code prohibited these and would require a conditional use permit. Under *Reed,* the Town must either restrict or allow them completely. The Town already had difficulty keeping up with enforcement of such signs installed illegally. Also, as SR 89 was a federal highway, complete allowance could violate the federal Highway Beautification Act (HBA), which could result in the federal government withholding federal funds from ADOT until the Town came into compliance. Staff and the business owners who worked on this had to juggle all these laws while trying to provide a benefit to the businesses with regard to their signage.
- *ADOT sign program:* ADOT offered a fee program, exempt from the Town's sign regulations, which allowed off-highway businesses to place their business name and logo on a blue traffic sign on the highway.
- *Temporary signs:* Classifying signs, such as "event" sign, required one to read the content and conflicted with *Reed.*
- *Billboards:* Per the UDO, these were off-site signs and prohibited, but legal non-conforming uses still applied.
- *Garage sale signs:* These could not be regulated based on content, but they were of little concern to staff, since most people took them down after the sale and they did not create a lot of clutter.
- *Authority of staff to remove signs:* The intent was for situations, such as yard sale signs left up too long, or signs posing a danger as a result of damage. Other situations would require written notice to the owner and following the UDO's due process prior to removal. Any appeal of the zoning administrator's decisions would go through the Board of Adjustment.

Town Attorney Smiley advised that:

- Per *Reed,* if one had to read a sign to know if a particular regulation applied to it, it was not permitted.
- She would need to review the HBA and provide more information to Council.
- There was no urgency to vote on this tonight.

Council expressed concern about:

- Requiring permits for flags on residential property;
- Prohibitions on vehicle signs; and
- Prohibitions on off-site commercial signs.

Mayor Marley recessed the meeting at 7:56 p.m. and reconvened the meeting at 8:12 p.m.

Public comment:

Gary Denney with El Charro Norte spoke in favor of placing tenant signs at major highway intersections that would allow multiple off-site businesses/entities to purchase space as a way of allowing off-site signs within *Reed* and HBA compliance.

Tom Payne with Tom's Print and Sign spoke in favor of staff's outreach plan, but still had several questions and saw some possible conflicts within the proposed provisions, and asked for an opportunity to speak with staff.

Ron Romley with Yavapai Regional Transit spoke about vehicle signs and a requirement as part of their federal grant match to sell window sign space on their buses.

Council commented that the proposed changes were excellent for a first pass, some fine tuning was needed, and they recommended that staff take as much time as needed to get it right.

Council directed staff to:

- Work with Mr. Payne on his questions;
- Revise vehicle sign provision per discussion;
- Bring more information on the HBA and further research off-site signage; and
- Bring other options for residential flags.

Town Manager Smith suggested that there were other issues with larger impacts than just signage, including home occupations, that should be discussed by the public and Planning and Zoning Commission before coming back to Council.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to postpone item 7a to a future date and that the item go back through Planning and Zoning once the changes have been brought forward.

Vote: 6 - 0 PASSED - Unanimously

b) Consideration and possible action to approve pre-qualification list of Professional Engineering Consultants. (Joe Duffy, Finance Director)

Recommended Action: Approve pre-qualification list of Professional Engineering Consultants.

Mr. Duffy reported on results of the Request for Qualifications (RFQ) process:

- *Purpose:* To develop a list of engineers to use for future projects.
- *Process:* The Town published an RFQ and received 32 proposals. The proposals were reviewed and rated for 10 categories and the review team selected up to five firms for each category. Staff was now asking Council to approve the recommended firms for the pre-qualification list.
- *Pricing:* The RFQ process did not allow the Town to consider pricing at this stage; this was done when staff entered into negotiation for a project contract.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Corey Mendoza to approve pre-qualification list of Professional Engineering Consultants.

Vote: 6 - 0 PASSED - Unanimously

c) Consideration and possible action to approve increasing the Mayor's annual compensation to $4,800, to be paid in 12 consecutive monthly installments of $400, and to approve increasing each Council member's annual compensation to $2,400, to be paid in 12 consecutive monthly installments of $200, with the first installment being paid in December 2016. (Laura Kyriakakis, Human Resources Director)

Recommended Action:
(i) Approve Ordinance 16-822, repealing Ordinance 35, dated February 10, 1983, setting compensation of Mayors and Council members at $2,400 per year and $1,200 per year, respectively.
(ii) Approve Resolution 16-1088, fixing and setting the compensation of Mayors and Council members at $4,800 per year and $2,400 per year, respectively.

Ms. Kyriakakis presented on this item:

- *Purpose:* It had been 33 years since the Town reviewed compensation for the Mayor and Council. In that time, the consumer price index had risen approximately 37%.
- *Findings:* Compared to several like entities, the Town's compensation was currently the lowest, except for Paradise Valley. The new figures would raise the Town to the 22nd percentile. Councilmembers committed to attend Council meetings, subcommittee meetings, other entity meetings; attend meet and greets and ribbon cuttings; and interacting with the public.
- *Effective date:* If approved, this will go into effect after the November election.

Councilmember Mendoza noted that they were on Council as a public service, not for the money, but this would help with their out-of-pocket expenses.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Susie Cuka to approve Ordinance 16-822, repealing Ordinance 35, dated February 10, 1983, setting compensation of Mayors and Council members at $2,400 per year and $1,200 per year, respectively.

Vote: 6 - 0 PASSED - Unanimously

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve Resolution 16-1088, fixing and setting the compensation of Mayors and Council members at $4,800 per year and $2,400 per year, respectively.

Vote: 6 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10) ADJOURNMENT

MOVED by Councilmember Mike Best, seconded by Mayor Chris Marley to adjourn the meeting at 8:47 p.m.

Vote: 6 - 0 PASSED - Unanimously

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 26th day of July, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 13th day of September, 2016.

_____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. b.**

Meeting Date: 09/13/2016

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the August 9, 2016 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the August 9, 2016 regular meeting minutes.

Attachments

August 9, 2016 minutes

D R A F T

MINUTES OF THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, AUGUST 9, 2016
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, August 9, 2016.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Susie Cuka; Councilmember Jack Miller; Councilmember Corey Mendoza; Councilmember Lon Turner

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley (via Skype); Finance Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Lieutenant Vince Schaan; Public Works Director/Town Engineer Michael Lopez; Public Works Manager Chris Bartels; GIS/CAD/Web Technician Jan Mazy (Videographer); Town Clerk Assistant Amy Pyeatt-Lansa; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Marley called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Proclamation declaring August 21-27, 2016 as "Employer Support of the Guard and Reserve Week," sponsored by the Arizona Employer Support of the Guard and Reserve.

Mayor Marley read the proclamation and presented it to ESGR Northern Area Chair Larry Jacobs and ESGR Arizona State Chair Darren Venters, who presented a framed Statement of Support to the Town.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

Cheryl Romley, resident, thanked Town officials for an excellent National Night Out event.

Elizabeth Vicory, resident, thanked local supporters for sponsoring her at the recent National Miss Amazing Pageant in Chicago.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

a) Comments regarding trash in Town.

Mayor Marley reported on the Town's annual cleanup events; a program encouraging students to clean up their playgrounds; and folks picking up litter when walking about Town.

b) Comments regarding political signs disappearing.

Mayor Marley reported that tampering with political signs was a Class 2 misdemeanor.

c) Suggestion to provide transportation for voters on election day.

Mayor Marley reported that Yavapai Regional Transit will drop off and pick up voters at the Vote Center on the highway on election day.

d) Question regarding benefits to medical marijuana farms in Chino Valley.

Mayor Marley reported that an article in the Camp Verde Bugle was incorrect about the Town negotiating benefits with medical marijuana farms. He spoke about actual benefits relative to jobs and construction tax, as well as projected water usage by the current farms upon buildout.

5) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events, or ask a staff member to provide the same. Presentation on information requested by the Mayor and Council will be made and questions answered. No action will be taken.

a) Status reports by Mayor and Council regarding current events.

Councilmember Miller reported that the Perkinsville roundabout was now open and suggested that Council issue a letter of commendation to the Police Department for a successful National Night Out.

b) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

Mr. Smith had nothing to report.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

Council set down item 6a.

a) Consideration and possible action to approve contract between the Town of Chino Valley and Kubota Membrane USA Corporation for purchase of Kubota membrane cartridge filters type 510 and accessory equipment for the Chino Valley wastewater treatment facility in the amount of $308,840.00. (Chris Bartels, Utility Supervisor)

Council asked about the purpose for this expense and timeframe for receipt of the equipment. Mr. Bartels reported that:

- The current filters had been used beyond their life expectancy and replacing the filters will bring the plant up to standard.
- Kubota understood the current situation and had offered to expedite shipping for 1,000 filters up front at no cost and will be delivered in two weeks.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner approve Consent Agenda item 6a.

Vote: 7 - 0 PASSED - Unanimously

7) ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a) Consideration and possible action to approve Resolution No. 16-1089 approving a guaranteed energy cost savings program and agreements with Climatec, LLC for purchase and installation of improvements to Town facilities for the purpose of reducing energy costs and to measure and verify the savings after the installation is complete. (Phyllis Smiley, Town Attorney)

Recommended Action: Approve Resolution No. 16-1089, to approve a guaranteed energy cost saving program and the following agreements with Climatec LLC:

(i) Installation Agreement in the amount of $606,135.00, and

(ii) Measurement and Verification Agreement in the amount of $4500 per year for the first 3 years and escalating 4% annually for every subsequent year thereafter for a term of 15 years.

Staff Report summary: A.R.S. Section 34-105 authorized municipalities to enter into a guaranteed energy cost savings contract with a qualified provider, provided the amount spent on the energy cost savings measures recommended in the proposal did not exceed the amount to be saved in energy costs over the expected life of the equipment. In order to reduce the Town's energy costs and take advantage of such programs, Council directed staff to enter into negotiations with Climatec, LLC to create an energy savings program consisting of replacement installation of lighting, HVAC, and other Town electrical equipment, for a cost to the Town of $606,135.00. It was anticipated that the energy savings over the term of the agreement will more than cover the cost of the installation of the new and replacement equipment. If this was not the case, Climatec committed to pay the difference.

Council asked for further details on the following. Brandon Woodard with Climatec and Town

Manager Smith responded.

- *Agreement structure:* The Town's utility savings were guaranteed at nearly 20%; their clients saved 25% on average.
- *Financing:* Financing was for 10 years at 2.1% interest. Climatec would receive payment upon completing installation. Legislation also required the Town to pay Climatec a separate amount—in this case, $4,500—to measure and verify the energy savings associated with the project. If the assessment found that the Town was missing any savings within the first three years, mediation would ensue.
- *Project:* The project included replacing both HVAC units at the Police Department and all units at the Library; providing temperature control in the offices; and relocating some sports light poles at the Community Center. Temperature control norms were based on staff recommendation for each facility. Relocating the poles will improve field lighting, but the optimal solution would be to replace all the poles. Life expectancy of the equipment was 10-20 years.
- *Reasons to outsource this project:* With Town staff's current workload, such a project would take them years. Climatec received a volume discount, had the resources to cover the project, and could complete the work in a few months. Climatec would do all the work, except to contract out the mechanical to a local firm.
- *Staff review:* The finance director reviewed the financing structure, and staff was confident with the approach. Climatec had a long history in the state and had not had a savings shortfall to date.

Council expressed concern about:

- Impacts to the Town should Climatec go out of business during the 10-year period.
- Financing this much debt and seeing if Climatec would be willing to carry the note so the Town could make annual payments.
- The best way to monitor the electric use and savings.
- The large expenditure and wanting to look at it again.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to postpone it until the study session in September, and come back and look at it again and discuss it more.

Vote: 7 - 0 PASSED - Unanimously

Council asked Mr. Woodward to contact Mr. Smith about concerns to address and information to provide at the next study session.

Town Manager Smith reported that staff had already initiated the 60-day bid process and would be half-way through by September.

b) Consideration and possible action to approve the First Amendment to Accountability Contract and Scope of Services, between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for FY 16/17 in an amount of Thirty-Eight Thousand ($38,000.00) dollars. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Approve the First Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for FY 16/17 in the amount of Thirty-Eight Thousand ($38,000.00) dollars.

Ms. Grittman presented highlights of the Amendment, and introduced Gary Warren, Board President and Arlene Alen, Chamber Executive Director. Key points were:

- In the last five years, the scope of services had included more accountability and responsibility for both parties.
- The Amendment continued the automatic renewal for up to five years.
- Chamber responsibilities focused on the Visitor Center, partnering with the Town on community events, and economic development.

Ms. Alen reported on Visitor Center and outdoor kiosk hours, a need for more volunteers, and giving quarterly reports to Council, starting in September.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to approve the First Amendment to Accountability Contract and Scope of Services between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce for FY 16/17 in the amount of Thirty-Eight Thousand ($38,000.00) dollars.

Vote: 7 - 0 PASSED - Unanimously

c) Consideration and possible action to approve Financial Report for the twelve months ending June 30, 2016. (Joe Duffy, Finance Director)

Recommended Action: Approve Financial Report for the twelve months ending June 30, 2016.

Mr. Duffy presented a wrap up of the prior fiscal year, subject to final audit adjustments. Highlights were:

- The Town had $586,000 in savings.
- While staff had estimated $120,000 for the Highway User Revenue Fund in 2017, there was actually $160,000.
- Water Enterprise cash flow suffered a loss due to a water leak in the park, but the fund was getting closer to breaking even.
- The Town invested $230,000 capital on the sewer plant and had begun accumulating funds in the WIFA account for future equipment replacement costs.
- All major revenues, except state-shared income tax, were experiencing growth.
- There were still a lot of challenges ahead, particularly in road maintenance, which was only being funded at 20%.

Town Manager Smith added that this was the second year that the budget had included the capital improvement program. These funds were for heavy expenses that the Town should be budgeting over time, such as large rolling stock, cars, and equipment maintenance. Most of this budget schedule was unfunded and the Town needed to put more money into it.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to approve Financial Report for the twelve months ending June 30, 2016.

Vote: 7 - 0 PASSED - Unanimously

d) Consideration and possible action to approve recommended budget adjustments for the Fiscal Year Ending June 30, 2016. (Joe Duffy, Finance Director)

Recommended Action: Approve recommended budget adjustments for Fiscal Year Ending June 30, 2016.

Mr. Duffy reported that:

- Auditors recommend adjusting the original budget to actual expenses in the General Fund each year. The Town's practice was to inform Council of major adjustments throughout the year and approve them at year end.
- In total, the General Fund was $586,000 under budget.
- The largest over-budget expenses came from four departments and included: additional staffing to prepare the Town Clerk's office for a retirement; health insurance adjustments in three departments; parks water leak and vandalism; an undercalculation in electricity costs; and a position change in engineering.
- As of today, budget adjustments were needed for $139,798, but he recommended approving up to $177,500, as staff was still working on them.
- Staff usually covered adjustments using contingency funds, rather than moving the funds from other departments, as it was cleaner and easier for the public, and was the industry standard.

Mr. Duffy responded to questions from Council:

- Contingency funds did not need to be replenished, as they were included with every annual budget, which was built from scratch every year. Recent contingency amounts were around $400,000.
- Funds left over at the year-end were rolled into the reserve fund. As the $600,000 fund balance was higher than needed per current policy, staff proposed to use $200,000 of it during fiscal year 2017.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to approve recommended budget adjustments for Fiscal Year Ending June 30, 2016.

Vote: 7 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Councilmember Mike Best to adjourn the meeting at 7:26 p.m.

Vote: 7 - 0 PASSED - Unanimously

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 9th day of August, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 13th day of September, 2016.

_____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. c.**

Meeting Date: 09/13/2016

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the August 16, 2016 special meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the August 16, 2016 special meeting minutes.

Attachments

August 16, 2016 special minutes

D R A F T

MINUTES OF THE SPECIAL MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, AUGUST 16, 2016
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Special Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, August 16, 2016.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Susie Cuka; Councilmember Jack Miller; Councilmember Corey Mendoza; Councilmember Lon Turner

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Public Works Director/Town Engineer Michael Lopez; Public Works Manager Chris Bartels; Development Services Director Ruth Mayday; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order at 6:02 p.m.

2) Consideration and possible action to approve Rodeo Grounds Lease between the Town of Chino Valley and the Chino Valley Equestrian Association for a one-year period beginning August 9, 2016 through July 31, 2017. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Approve the Rodeo Grounds Lease between the Town of Chino Valley and the Chino Valley Equestrian Association for a one- year period beginning August 9, 2016 through July 31, 2017.

Council discussed items 2 and 3 together. See item 3 for discussion.

3) Consideration and possible action to to approve the ground lease agreement between the Town of Chino Valley and the Chino Valley Equestrian Association for an initial 5 year term, beginning August 9, 2016 through July 31, 2021 for property located at Old Home Manor. (Cecilia Grittman, Assistant Town Manager)

Recommended Action: Approve the ground lease agreement between the Town of Chino Valley and the Chino Valley Equestrian Association for an initial 5 year term, beginning August 9, 2016 through July 31, 2021 for property located at Old Home Manor.

Mayor Marley briefed Council on items 2 and 3:

- The Chino Valley Equestrian Association (CVEA) was amenable to moving their ground lease (item 3) to another location and they now wanted to fold both leases (items 2 and 3) together.
- If CVEA moved into the old rodeo grounds area in the next few months, cooperation will be required between CVEA and Public Works, which was presently occupying several buildings in that area.
- Staff will expedite the process to make these changes.

Council and staff discussed Council's concerns regarding the draft leases:

- *Town-owned equipment:* Staff will include a list of assets and a clause that Town-owned equipment could not be removed from Town property.
- *Alterations and improvements:* Council suggested a schedule of inspections to ensure that any such alterations or improvements were not done without the Town's knowledge.
- *Hold harmless clause:* Mayor Marley had previously spoken with Ms. Grittman about this.

Councilmember Cuka informed Mayor Marley that she would recuse herself from this matter when it came to a vote.

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Mike Best to postpone items 2 and 3 until one of the regular meetings in September 2016.

Vote: 7 - 0 PASSED - Unanimously

4) ADJOURNMENT

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Lon Turner to adjourn the meeting at 6:22 p.m.

Vote: 7 - 0 PASSED - Unanimously

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 16th day of August, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 13th day of September, 2016.

_____

Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 6. d.**

Meeting Date: 09/13/2016

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the August 16, 2016 study session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the August 16, 2016 study session minutes.

Attachments

August 16, 2016 study session minutes

D R A F T

MINUTES OF THE STUDY SESSION
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, AUGUST 16, 2016
6:10 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, August 16, 2016.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Susie Cuka; Councilmember Jack Miller; Councilmember Corey Mendoza; Councilmember Lon Turner

Staff Present: Town Manager Robert Smith; Assistant Town Manager Cecilia Grittman; Town Attorney Phyllis Smiley; Finance Director Joe Duffy; Public Works Director/Town Engineer Michael Lopez; Public Works Manager Chris Bartels; Development Services Director Ruth Mayday; Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order 6:23 p.m.

2) Discussion regarding legislative changes that will be incorporated into an Ordinance for the agreement between Cable One and the Town of Chino Valley. (Cecilia Grittman, Assistant Town Manager)

Town Attorney Smiley reported that:

- The Town's cable TV license will expire October 30 and the Town's cable TV ordinance was out of date and out of conformance with state and federal law. Council needed to approve a new ordinance before approving the license renewal.
- As regulation of cable TV came from the Federal Cable Act, municipalities could regulate only a few things related to granting licenses, subscriber services, and franchising, primarily to allow wire and cables in Town streets.
- Staff forwarded a draft of the ordinance to Cable One, who provided some input. Staff agreed with some, but not all, of their comments.

Key points in the ordinance were to:

- Update definitions and provisions, moving all regulatory provisions and federal performance standards into the ordinance, which will result in shorter licenses.
- Retain the 15-year term requirement.
- Change the license fee calculation method to conform to federal law.
- Remove Town requirements for capital expenditures, unless offset by license fees.
- Allow the Town to require hookups to basic services to town facilities and public access channels.

She then reviewed a more detailed summary of the draft ordinance.

3) Review and discussion regarding the Strategic Plan 2016 final draft. (Ruth Mayday, Development Services Director)

Ms. Mayday reported that she had incorporated Council's latest edits and added an addendum listing the goals accomplished from the 2014 strategic plan and the new goals for the 2016 update.

Mayor Marley questioned language relative to co-branding programs, joining statewide professional organizations, and certified partnerships. Ms. Mayday stated that the language came from the 2014 Strategic Plan and co-branding dealt with using the Town's logo when partnering with other groups.

Council had no further edits and asked staff to bring the item back for approval with the addenda attached.

4) Status update and discussion regarding Agritainment (Agribusiness) uses in certain zoning districts in the Town. (Ruth Mayday, Development Services Director)

Ms. Mayday presented on this item:

- *Purpose:* To preserve the agricultural history of Chino Valley; encourage activities that educate, foster interest in, and provide access to agricultural and agricultural business endeavors; and promote entrepreneurialism through agricultural tourism, entertainment, and production.
- *Overview:* Agritainment would allow for activities on an agricultural operation or facility conducted for the public that generated income for the owner/operator of the agricultural operation. It would not: replace traditional agriculture or ranching activities; be a required use; and replace existing approvals such as Conditional Use Permits (CUPs).
- *Application process:* Required a site plan, business license, application and fee, but no CUP or public hearing process.
- *Planning and Zoning Commission recommendation:* Approval, but striking provision relating to converting agricultural land use designation in connection with an agritainment use; and added language related to sewer connections.

Council and staff discussed the following in more detail:

- *Citizen participation:* Development Services hosted citizen reviews, public hearings, and round table meetings.
- *Overnight rental units:* This provision was directed toward farm workers, horse or dog shows, and the like; and the same regulations for dumping and electric would apply to them as in an RV park. The provision included a maximum lot coverage. This use could still require a CUP if Council so desired.
- *Origin of definitions:* The tax code defined agriculture, amusements, and retail.
    - *Agriculture:* Growing agricultural products and selling them on site or off site was tax exempt.
    - *Amusements:* These were temporary activities such as pony rides, special dinners, and corn mazes, which were taxable if there was a charge for using them, and would fall under agritainment. These were not currently permitted on agricultural zoned property. The overlay would allow them without having to change the Assessor's tax status, zoning, and land use; and without having to get a CUP as currently required. Agritainment would not require paving or other requirements associated with

commercial uses. Permanent use of amusements would require a zone change to commercial.
    - *Retail:* Bringing in an agricultural product not grown on site was retail. Permanent retail use would require a zone change to commercial.
- *TPT requirement in proposed ordinance:* Although the state regulated sales taxes, the Town adopted the model city tax code. As a general law town, it agreed to abide by the state's codes.
- *Certain uses contemplated by overlay:* You-pick operations only needed the overlay if they were charging for more than the food picked. Farmer's Markets were permitted on commercial property as a retail use without a CUP; the overlay would allow them on ag land without the CUP.
- *Impacts to properties' tax assessment:* The overlay would not affect property taxes. The agricultural exemption related to property taxes was a separate issue.

Council asked staff to:

- Provide statistics on how many RVs could be permitted on a 40-acre parcel.
- Provide a worst case scenario with regard to RVs and bring back report.
- Provide language from the tax code and legal provisions related to the definitions.
- Possibly strike requirements for TPT licensing.
- Strike the provision for sewer connection requirement.
- Provide setbacks on ag property.
- Strike Farmer's Markets and address them if abuse was found.
- Strike the 50% clause related to produce stands.
- Provide powerpoint presentations before meetings.

Mayor Marley recessed the meeting at 7:51 p.m. and reconvened at 8:04 p.m.

Public comment:

Chris Fonoti, County resident associated with a horse rescue, supported the agritainment overlay, as it added a layer that would enhance agriculture in the Town.

Bruce Cavender, resident and executive director of a small therapeutic riding center, supported the overlay, as it shortened the approval process and reduced his risk as a non-profit.

Candy Rotering with Blue Moon Rescue supported the proposal, as it would give them the ability to become more self-sustaining and increase their services.

There was discussion on next steps. Ms. Smiley stated that Council had the authority to remove provisions without sending the item back to the Commission. Mayor Marley stated that staff would research the matter and bring back to the September study session.

5) Presentation and discussion regarding the status of infrastructure in the Town. (Robert Smith, Town Manager)

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Corey Mendoza to move this to the next study session with agritainment.

Vote: 6 - 1 PASSED

NAY: Councilmember Lon Turner

6) ADJOURNMENT

MOVED by Vice-Mayor Darryl Croft, seconded by Councilmember Jack Miller to adjourn the meeting at 8:19 p.m.

Vote: 7 - 0 PASSED - Unanimously

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 16th day of August, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 13th day of August, 2016.

_____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. a.**

Meeting Date:	09/13/2016
Contact Person:	Michael Lopez, Public Works Director/Town Engineer Phone: 928-636-2646 x-1226
Department:	Public Works
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	Town of Chino Valley

AGENDA ITEM TITLE:

Consideration and possible action to approve the intergovernmental agreement (IGA) between the Town of Chino Valley and Yavapai County authorizing payment for General Drainage Improvements within the Town of Chino Valley. (Michael Lopez, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Approve the intergovernmental agreement (IGA) between the Town of Chino Valley and Yavapai County for General Drainage Improvements within the Town of Chino Valley.

SITUATION AND ANALYSIS:

Issue Statement

This IGA is a formality. Yavapai County Flood Control District has asked that the Town execute a current IGA to cover the payment of $110,000.00 for General Drainage Improvements within the Town of Chino Valley for Fiscal year 2016/2017.

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?:	yes
If Yes, Budget Code:	05-90-5515
Available:	$110,000
Funding Source:	

Amount was included in Fiscal Year 2016/2017 Budget.

Attachments

IGA Yavapai County Flood Control District FY16/17

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF CHINO VALLEY
FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL
IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF CHINO VALLEY, FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION TO THE TOWN FOR FLOOD CONTROL IMPROVEMENTS (the "Agreement") is entered into, effective this _____ day of _____, 2016, between the Yavapai County Flood Control District, a political subdivision of the State of Arizona (the "DISTRICT"), and the Town of Chino Valley, Arizona, a municipal corporation of the State of Arizona (the "TOWN"). The District and the Town are sometimes collectively referred to as the "Parties" or individually as the "Party."

RECITALS

WHEREAS:

A. The DISTRICT is a special taxing district legally created in the State of Arizona and organized by Yavapai County to include and govern its jurisdiction.

B. The DISTRICT administers the Federal Emergency Management Agency ("FEMA") Regulations under the National Flood Insurance Program.

C. The Yavapai County Board of Supervisors is the Board of Directors of the DISTRICT.

D. A portion of the TOWN lies within the legal boundaries of the DISTRICT.

E. The DISTRICT, the TOWN, and the County are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety, and welfare, and other public purposes.

F. The DISTRICT and the TOWN have authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes ("A.R.S.") §§11-952, 48-3603, and 9-240, and TOWN's Code.

G. Among other things, the DISTRICT receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.

H. Under the budgeting process for the DISTRICT, a category of "Contributions" (hereinafter "Funds") has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Yavapai County.

I. The DISTRICT has approved and budgeted Funds to provide funding assistance for flood mitigation work and is authorized to expend such Funds for flood control projects (including storm water control) to political subdivisions for projects so long as the projects are flood or drainage related, cost-effective, a benefit to the County, the DISTRICT, and the political subdivision and are in accordance with FEMA regulations.

J. The TOWN has experienced storm water control and flooding problems for a number of years in various locations and seeks to mitigate such problems to increase safety and protect public and private property and persons within the TOWN.

K. The TOWN seeks to improve its storm water control, make drainage improvements, and/or mitigate flooding problems by constructing General Drainage Improvements Projects (hereinafter the "Project").

L. The TOWN desires to receive DISTRICT Funds for the 2016/2017 fiscal year to be used for its Project.

M. The DISTRICT has budgeted Funds to support the Project in an amount not to exceed One-Hundred Ten Thousand Dollars ($110,000) for fiscal year 2016/2017 which begins on July 1, 2016.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms, and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, IT IS AGREED BETWEEN THE TOWN AND THE DISTRICT AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to authorize the DISTRICT to pay and contribute to the TOWN Funds in support of the TOWN's Project. Such funding for fiscal year 2016/2017 shall not exceed One-Hundred Ten Thousand Dollars ($110,000).

II. COMMENCEMENT, DURATION, AND TERMINATION

The effective date is as set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and shall terminate upon the earliest of:

A. The completion of the Project as determined by the TOWN;
B. The exhaustion of the Funds allocated to the TOWN for the Project;
C. The end of the fiscal year 2016/2017; or
D. The mutual agreement of the Parties.

III. RESPONSIBILITIES OF PARTIES

A. The TOWN shall:

1. Be solely responsible for the design, engineering, bidding, right-of-way acquisition, supervision, construction, inspection, administration. and project management of the Project and for contracting directly for all Project work.
2. If plans are used to bid, provide the DISTRICT a copy of the final Project plans.
3. Use the Funds for the Project in fiscal year 2016/2017.
4. Use the Funds exclusively for costs associated with the Project described above.
5. When requesting Funds from the DISTRICT, provide detailed invoices with supporting documentation for the request(s).
6. Request Funds from the DISTRICT on or before July 31, 2017 (for work completed in fiscal year 2016/2017).
7. Be responsible for the proper disbursement of the Funds provided by the DISTRICT.
8. Be responsible for maintaining the Project and the resulting improvements.

B. The DISTRICT shall:

1. Make Funds available to the TOWN for the Project as approved by the Board of Directors.
2. Provide funding as available and appropriate upon proper request(s) by the TOWN.
3. Pay properly invoiced requests monthly or on an alternate schedule as agreed to by the TOWN and DISTRICT.
4. Pay properly invoiced requests for work completed by the TOWN in fiscal year 2016/2017 so long as TOWN's requests are received by the DISTRICT on or before July 31, 2017.

C. The DISTRICT and TOWN mutually agree:

1. That they recognize the Funds to be used by Parties pursuant to this Agreement are tax funds. The agreements herein for funding are based upon projected tax funds to be received. In the event the projected income is not received, there is the possibility that some or all of the Funds anticipated by this Agreement and set forth herein will not be available. All monetary obligations under this agreement shall be subject to annual budget approval of the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this agreement.

2. The Project is the sole responsibility of the TOWN, and not of the DISTRICT or the County. All real property upon which the Project work will occur is within the TOWN limits and not owned or under the control of the DISTRICT or County.

VII. INDEMNIFICATION

The TOWN agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Directors, the County, its Board of Supervisors, officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Town, its officers, employees, agents, or other representatives. This Indemnification provision shall survive the termination of this Agreement.

VIII. OTHER PROVISIONS

A. NOTICE. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

TOWN OF CHINO VALLEY	DISTRICT
Mayor	Yavapai County Flood Control District Director
202 N. State Route 89	1120 Commerce Drive
Chino Valley, AZ 86323	Prescott, AZ 86305

B. ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties with respect to the subject matters herein, and may be amended, modified, or waived only by written instrument signed by both Parties.

C. CONFLICT OF INTEREST. This contract is subject to the cancellation provisions of A.R.S. §38-511.

D. SEVERABILITY. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

E. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. EMPLOYMENT VERIFICATION. The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). The Parties further agree to ensure that each subcontractor that performs any work

under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. The Parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

G. LAWS. The Parties shall each be fully responsible for compliance with all statutes ordinances, codes, regulations, rules, court decrees, or other laws (hereinafter "Laws") applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

YAVAPAI COUNTY
FLOOD CONTROL DISTRICT

_____

Jack R. Smith, Chairman Date
Board of Directors
Yavapai County Flood Control District

TOWN OF CHINO VALLEY

_____

Chris Marley, Mayor Date
Town of Chino Valley

ATTEST:

_____

Kim Kapin Date
Clerk of the Board of Directors

_____

Jami Lewis Date
Chino Valley Town Clerk

DETERMINATIONS OF COUNSEL

FOR THE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF CHINO VALLEY

FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL
IMPROVEMENT

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney Town of Chino Valley. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the Town of Chino Valley.

_____

Attorney Date
Town of Chino Valley

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney for the Yavapai County Flood Control District, Prescott, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yavapai County Flood Control District.

_____

Deputy County Attorney Date
Flood Control District

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. b.**

Meeting Date:	09/13/2016
Contact Person:	Michael Lopez, Public Works Director/Town Engineer Phone: 928-636-2646 x-1226
Department:	Public Works
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	Southwest corner of Road 1 West and Road 2 North.

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 16-1091 authorizing the acquisition of certain real property for right-of-way (ROW) and temporary construction easement purposes for re-construction of the intersection of Road 1 West and Road 2 North, authorizing the Mayor, Town Manager and Town Attorney to acquire title to such real property on behalf of the Town by dedication and to obtain the temporary construction easement by purchase for an amount not to exceed $3,500.00, plus acquisition and closing costs; and to authorize the Mayor, Town Manager, and Town Attorney to perform all acts necessary to acquire the property, all as set forth in the Resolution. (Michael Lopez, Public Works Director/Town Engineer)

RECOMMENDED ACTION:

Adopt Resolution No. 16-1091.

SITUATION AND ANALYSIS:

Issue Statement

The construction of the intersection of Road 1 West at Road 2 North is part of an agreement the Town (Town) has with the Chino Valley School District (District). Under the intergovernmental agreement, the Town controls and maintains public right-of-way immediately adjacent to the frontage of the Del Rio School and the Heritage Middle School along with other onsite roadways, parking lots, and other transportation conveyance systems. Currently, this infrastructure does not adequately serve the needs of the Del Rio School and the Heritage Middle School. The District is authorized to expend Adjacent Ways funds under A.R.S. Section 15-995 for improvements to public streets, rights-of-way, and school properties adjacent to same, including sidewalks, sewers, and utility lines, fence relocation, parking lot adjustments, roadway transportation systems, reconstruction of parking lots used for ingress and egress of buses and fire equipment, curb gutter and sidewalk, additional travel lanes and bus bays.

Applicable "Policy"

This resolution is the formal authorization by the Council to direct staff to secure the necessary ROW and temporary construction easement for the roadway intersection project.

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

The Town has prepared the necessary Real Estate Purchase Contract for the properties required to expand the intersection of Road 1 West and Road 2 North. Subsequent to Council approval, staff will prepare the documents and valuations necessary to acquire the portions of Chino Valley School District property for the intersection expansion. This resolution will be brought forth to Council at a later date.

Findings of Fact

Fiscal Impact

Fiscal Impact?: yes

If Yes, Budget Code: 02-78-5214

Available: 10000.00

Funding Source:

The Town budgets $10,000 each year for right-of-way acquisitions. Funds will come from the HURF fund budget.

Attachments

Resolution 16-1091

CVUSD Phasing Plan

Real Estate Purchase Contract

IGA_CVUSD

RESOLUTION NO. 16-1091

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE TOWN FOR RIGHT-OF-WAY AND EASEMENT PURPOSES; AUTHORIZING AND DIRECTING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO ACQUIRE TITLE TO SUCH REAL PROPERTY ON BEHALF OF THE TOWN BY DONATION, EMINENT DOMAIN OR PURCHASE FOR AN AMOUNT NOT TO EXCEED FAIR MARKET VALUE OF THE PROPERTY, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the Town of Chino Valley requires the acquisition of certain real property and temporary construction easement purposes for roadway improvements generally located at the intersection of Road 2 North and Road 1 West (the "Project"), which real property is generally described in Exhibits A and B attached hereto and made a part hereof; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley find that acquisition of the property described is necessary for public right-of-way purposes and it is in the public interest to acquire such property; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley considered alternatives available, balanced the public good and the private injury resulting from the acquisition of the property, and determined that locating the public improvements on the property results in the greatest public good and the least private injury.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona:

1. That the Mayor, Town Manager and Town Attorney are hereby authorized and directed to acquire title to and possession of the real property generally described in Exhibits A and B, plus any additional real property required for completion of the Project, as determined by the final engineering plans, by donation, eminent domain or purchase for an amount not to exceed fair market value, plus acquisition and closing costs; and

2. That the Mayor, Town Manager and Town Attorney are authorized to perform all acts necessary to acquire said property for the purposes described in this resolution on behalf of the Town.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Chino Valley, Arizona this 13th day of September, 2016.

_____

Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 16-1091 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 13, 2016, and that quorum was present thereat and that the vote thereon was ___ ayes and ___ nays and abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Exhibit A: Legal Description of Property to be acquired;
2. Exhibit B: Legal Description of Temporary Construction Easement to be acquired.

EXHIBIT A

Description of Property to be Acquired

LEGAL DESCRIPTION

All that portion of the Northeast Quarter of Section 21, Township 16North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found GLO Brass Cap Monument at the Northeast comer of Section 21, from which point the East Quarter corner of said Section 21 bears South 01°58'06" West, a distance of 2650.37 feet;

Thence South 01°58'06" West, along the east line of the Northeast Quarter of said Section 21, a distance of 216.81 feet;

Thence North 88°01'54" West, a distance of 20.00 feet to a point on the westerly right of way line of Road 1 West as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

Thence South 01°58'06" West, along said westerly right of way line of Road I West, a distance of 35.33 feet;

Thence North 88°06'07" West, a distance of 13.13 feet;

Thence North 09°40'56" West, a distance of 176.54 feet;

Thence North 01°03'01" East, a distance of 27.11 feet;

Thence North 44°40'32" West, a distance of 45.05 feet to a point on the southerly right of way line of Road 2 North as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office;

Thence South 88°42'44" East, along said southerly right of way line of Road 2 North, a distance of 28.77 feet;

Thence South 44°40'32" East, a distance of 32.80 feet;

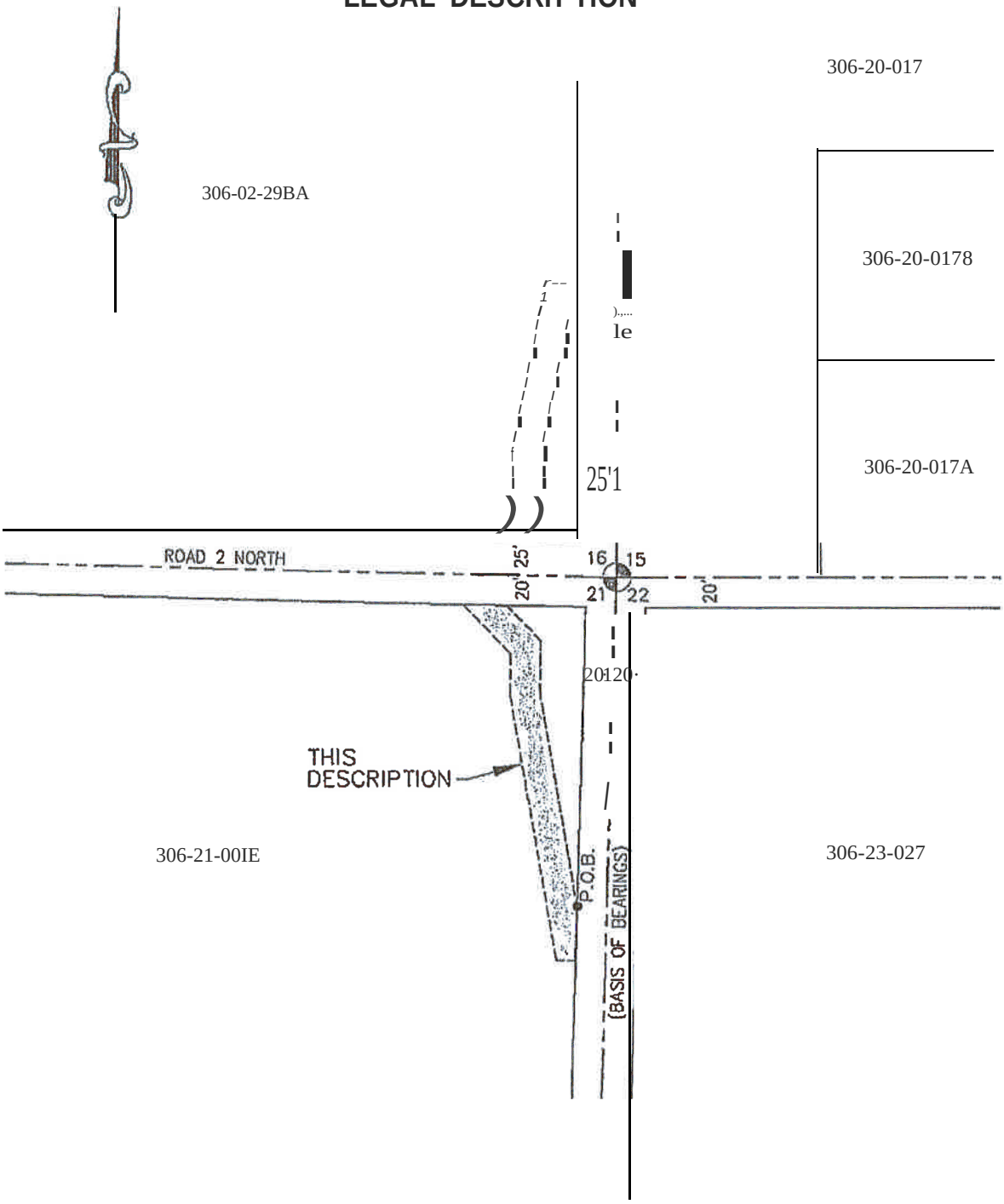
Thence South 01°03'01" West, a distance of 33.66 feet;

Thence South 09°40'56" East, a distance of 142.70 feet to the TRUE POINT OF BEGINNING.

Containing 4,810.66 square feet, more or less.

10/30/14
LE #487-24
NE-Sec 21-TCE.doc

MAP TO ACCOMPANY LEGAL DESCRIPTION



E 1l4 CORNER
SECTION 21

EXHIBIT B

Description of Temporary Construction Easement

LEGAL DESCRIPTION

All that portion of the Northeast Quarter of Section 21, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian> Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found GLO Brass Cap Monument at the Northeast comer of Section 21, from which point the East Quarter comer of said Section 21 bears South 01°58'06" West, a distance of 2650.37 feet;

Thence South 01°58'06" West> along the east line of the Northeast Quarter of said Section 21, a distance of 216.81 feet;

Thence North 88°01'54" West, a distance of 20.00 feet to a point on the westerly right of way line of Road 1 West as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

Thence North 09°40'56" West, a distance of 147.70 feet;

Thence North 01°03'01" East, a distance of 33.66 feet;

Thence North 44°40'32" West, a distance of 32.80 feet to a point on the southerly right of way line of Road 2 North *as* described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office;

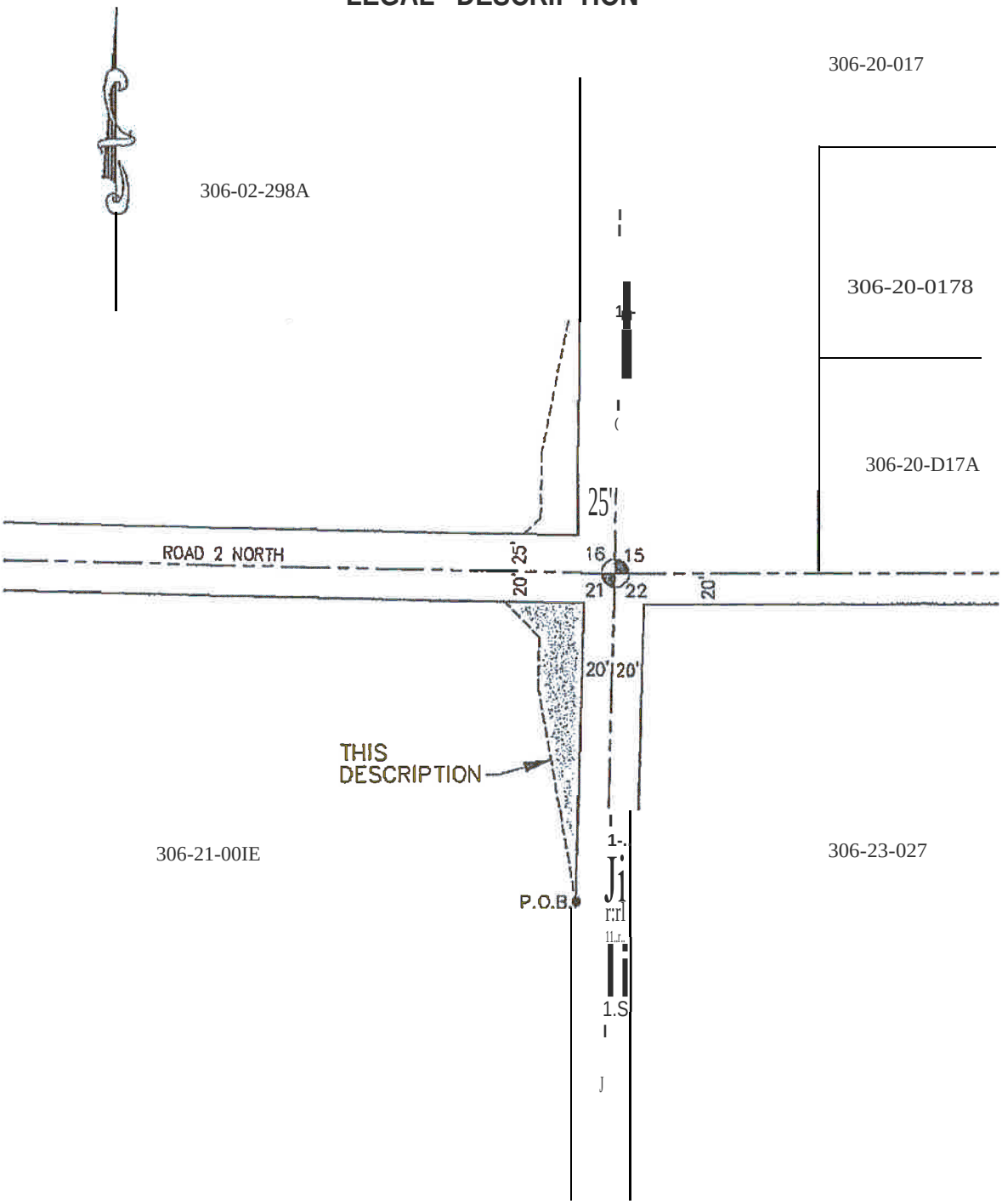
Thence South 88°42'44" East, along said southerly right of way line of Road 2 North, a distance of 53.21 feet;

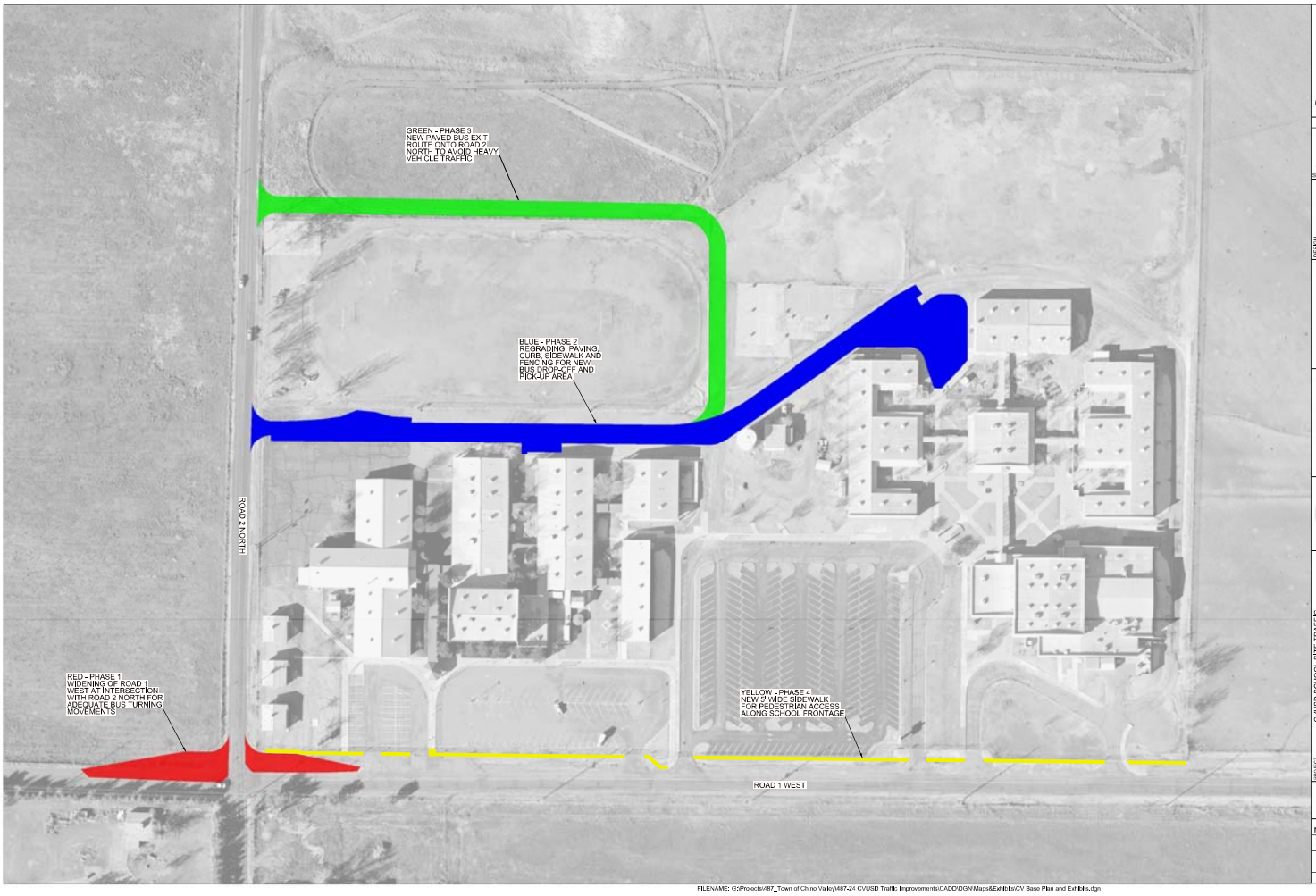
Thence South 01°58'06" West, along said westerly right of way line of Road 1 West, a distance of 196.57 feet to the TRUE POINT OF BEGINNING.

Containing 3,939.11 square feet, more or less.

10/30/14
LE #487-24
NE-Sec 21-ROW.doc

MAP TO ACCOMPANY LEGAL DESCRIPTION





NORTH

0 60

DRAWING SCALE
1 inch =60 Feet
(This scale is valid for 22"x34" sheets only)

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGN	RGP
DRAWN	RGP
CHECKED	-
APPROVED	-

LYON ENGINEERING
CIVIL ENGINEERS
Chino Valley, Prescott, AZ 86301
Phones (928) 445-0135, Fax (928) 776-0335
© COPYRIGHT 2015

CVUSD SCHOOL SITE TRAFFIC IMPROVEMENTS PROJECT
TOWN OF CHINO VALLEY, AZ
CIVIL

PHASING PLAN

PROJECT DESCRIPTION:

FOR EXHIBIT USE ONLY

DATE
NOVEMBER 2014

LYON PROJECT #
487-24

DRAWING NUMBER
C.01

SHEET 1 OF 1

FILENAME: G:\Projects\487_Town of Chino Valley\487-24 CVUSD Traffic Improvements\CADD\DGN\Maps&Exhibits\CV Base Plan and Exhibits.dgn

REAL ESTATE PURCHASE CONTRACT
(Right-of-Way)

The parties to this Real Estate Purchase Contract (the "Contract") are Robert C. Wallack and Ann C. Wallack Revocable Living Trust of October 2010, Penny W. Celmins, and the Hammond Revocable Trust dated April 10, 1998 (hereinafter "Sellers") and the Town of Chino Valley, Arizona, a municipal corporation organized under the laws of the State of Arizona (hereinafter "Buyer"). Sellers agree to sell and Buyer agrees to purchase certain real property ("Real Property") and Temporary Construction Easement ("Easements") under the terms and conditions set forth below:

1. LEGAL DESCRIPTION

The Real Property and Temporary Construction Easement to be conveyed by Sellers to Buyer under this Contract are legally described in Exhibits A and B, respectively, both of which are attached hereto and made a part hereof.

2. PURCHASE PRICE

The total price to be paid by Buyer is Three Thousand Five Hundred Dollars ($ 3,500.00) for the Real Property and No Dollars and Cents ($0.00) for the Temporary Construction Easement).

Such amount shall be paid by Buyer to Sellers through Yavapai Title Agency, Inc., 123 North Montezuma, Prescott, Arizona 86301, Connie Allmon serving as Escrow Agent, upon close of escrow. Sellers shall provide instructions to the Escrow Agent as to the distribution of the purchase price to the Sellers and Buyer shall bear no responsibility or liability as to said distribution, other than delivery of the Purchase Price to the Escrow Agent prior to close of escrow.

3. BROKERAGE COMMISSION

Sellers have represented themselves and have not been represented by a real estate broker, agent or agency to market and sell the Property. Sellers are solely responsible for compensating costs contained within any agreements and hereby indemnify Buyer against any claim for commission (including all costs and attorneys' fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

4. RISK OF LOSS

Except as otherwise provided in this Contract, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Sellers until the title and possession of the Property passes to the Buyer at Close of Escrow. Sellers shall indemnify and hold Buyer harmless for all such loss, damage, liability, fees or costs of any kind whatsoever, except those caused by the Buyer. This indemnity shall survive termination of this Contract.

5. CLOSING COSTS AND PRORATIONS

5.1 Buyer will pay all escrow fees related to the sale of the Property. Escrow Agent shall issue or cause to be issued a standard owner's policy of title insurance in the amount of the purchase price and naming Buyer as the insured. Buyer shall bear the cost of such title policy. Sellers shall be responsible for all property taxes and assessments levied and due against the Property prior to closing. Buyer shall be responsible for all taxes and assessments levied against the Property after the closing date.

5.2 All of the above-referenced costs that are the responsibility of Buyer shall be paid into escrow on or before the Close of Escrow in addition to the Purchase Price. All costs that are the responsibility of Sellers as referenced above shall be paid from the proceeds of the sale price to which Sellers are entitled.

6. TITLE WARRANTY

Fee Simple absolute title to the Property shall be transferred by Sellers to Buyer at the Close of Escrow by General Warranty Deed, which shall include conveyance of all surface and groundwater rights related to the Property. Buyer is only obligated to accept title to the Property at Close of Escrow if (1) the Property shall be free and clear of all defects, exceptions, easements, covenants, conditions, restrictions, mining claims, liens and encumbrances; and (2) Buyer, at its sole discretion, is otherwise satisfied with the condition of title as reflected in the above-referenced title report and policy and any investigation made by Buyer pursuant to Paragraph 7. Buyer shall have until Close of Escrow to file its objections to the condition of title.

7. INVESTIGATIONS

Buyer shall have until ten days prior to Close of Escrow to make such investigations of the Property as Buyer deems necessary to assure Buyer that the Property is suitable for Buyer's intended purposes and that no hazardous wastes or substances are located on or under the Property.

8. TEMPORARY CONSTRUCTION EASEMENT

Sellers shall execute a Temporary Construction Easement in the form attached hereto as Exhibit B for that portion of Owner's property described in said Exhibit B.

9. CLOSE OF ESCROW

Close of Escrow shall occur on or before thirty days from opening of Escrow. Close of Escrow will be at the offices of the Escrow Agent set forth in Paragraph 2 herein. At the Close of Escrow, both the title to and possession of the Property shall be transferred from Sellers to Buyer. Any encumbrances existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the sale price.

10. RIGHT TO ENCUMBER

The Property is to be free and clear of all liens and encumbrances not acceptable to Buyer at the time of transfer of title from Sellers to Buyer. Sellers shall not voluntarily encumber the Property after execution of this Contract. Sellers agree that all encumbrances existing against the Property at Close of Escrow shall be satisfied from the proceeds of the sale.

11. ENVIRONMENTAL LIABILITY

Neither Sellers nor, to Sellers' knowledge, any other person ever caused or permitted any hazardous material to be placed, held, located, or disposed of on the Property. If the Property is found to contain hazardous materials in quantities unacceptable to Buyer, Buyer has the right to terminate or rescind this Contract.

12. ASSIGNABILITY

Neither Sellers nor Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Sellers and Buyer and their respective successors and assigns.

13. DEFAULT

13.1 Default by Sellers: All provisions of this Contract are hereby deemed to be material. Buyer shall have all rights and remedies available to it under Arizona law. Should Sellers breach any of the provisions under this Contract, Buyer shall immediately be entitled to the return of all amounts it paid pursuant to the Contract, to terminate the Contract, and to damages and to specific performance by Sellers. Should Sellers breach any provision of this Contract, the terms of this Contract shall not, in any way, be construed as a waiver of Buyer's rights, as a municipal corporation, to obtain the Property by condemnation or eminent domain should Sellers fail to perform their obligations under this Contract.

13.2 Default by Buyer: All provisions of this Contract are hereby deemed to be material. The parties agree that Sellers' remedies for Buyer's breach of this Contract shall be such rights and remedies available to them under Arizona law.

13.2.1 The breaching party shall be responsible to pay all escrow costs and fees related to this Contract.

13.2.2 The prevailing party shall be entitled to an award of all costs and attorneys' fees incurred should legal action be necessary by either party to enforce the terms of this Contract.

14. SUPERSEDING AGREEMENT

This Contract constitutes the entire contract of the parties relating to the Property and the parties agree that the terms of this Contract shall supersede all previous oral and written Contracts between them.

15. MODIFICATION

The terms of this Contract may only be modified upon written approval of all parties to this Contract.

16. ARIZONA LAW

Sellers and Buyer both acknowledge that this Contract is executed in Yavapai County, Arizona, and relates to property located in Yavapai County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Yavapai County, Arizona.

17. AMBIGUITY

This Contract was drafted by the Town with the assistance of their attorneys. Neither the Town nor its attorneys at the law firm of Gust Rosenfeld, P.L.C. have rendered legal or other advice to Sellers regarding the sale of the subject property or the specific terms of this Purchase Contract. Sellers are aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represent that they have taken all steps they deem necessary (including, but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, the ambiguity in this Contract shall not be construed against either party.

18. CONFLICT OF INTEREST

Sellers recognize that Buyer is a political subdivision of the State of Arizona. Pursuant to A.R.S. § 38-511, Buyer may cancel this Agreement within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of Sellers in any capacity or a consultant to Sellers with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Sellers with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by Buyer to Sellers pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, Sellers shall return to Buyer all moneys paid by Buyer under this Contract. Additionally, Sellers shall be responsible for payment of all escrow fees. Buyer shall convey back the Property to Sellers.

19. AUTHORITY TO EXECUTE

Sellers and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of Sellers and Buyer. This Contract may be executed in several counterparts, which together shall constitute an original.

20. NOTICES

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Sellers:

Robert C. Wallack, Trustee
Robert C. Wallack and Ann C. Wallack
Revocable Living Trust of October 2010
4419 E. Beryl
Phoenix, Arizona 85028

Penny W. Celmins
5034 E. Berneil Drive
Paradise Valley, Arizona 85253

Phil B. Hammond, Trustee
Hammond Revocable Trust dated
April 10, 1998
4324 North 40th Street
Phoenix, Arizona 85018

Buyer:

Town Manager
Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323

With a copy to:

Town of Attorney
Town of Chino Valley
Gust Rosenfeld, PLC
One East Washington Street
Suite 1600
Phoenix, Arizona 85004

21. ADDITIONAL AGREEMENTS OF THE PARTIES. The agreements set forth in this Section 21 are not conditions to be satisfied prior to close of escrow and will not occur prior to the conveyance. They are, nevertheless, binding upon the Parties.

21.1 Town shall improve the intersection of Road 1 West and Road 2 North at the northwest corner of line of Yavapai County Assessor's Parcel No. 306-20-001E.

21.2 Buyer has not appraised the property and Sellers and Buyer agree that the purchase price is reasonable under the circumstances based upon market conditions. Buyer makes no representations or warranties as to any tax implications related to the purchase price or transaction and recommends that Sellers obtain independent professional advice with respect to the tax implications of this transaction. Sellers agree to obtain such independent tax advice related to the conveyance of this property.

/// SIGNATURES NEXT PAGE

ACCEPTED BY: DATE:_____, 20__

SELLERS:

Robert C. Wallack and Ann C. Wallack
Revocable Living trust of October 2010

_____
By: Robert C. Wallack, Trustee

Penny W. Celmins

_____
By: Penny W. Celmins

Hammond Revocable Trust dated 4/10/1998

_____
By: Phil B. Hammond, Trustee

BUYER:

TOWN OF CHINO VALLEY, ARIZONA

By_____
Chris Marley, Mayor

ATTEST:

_____
Jamie Lewis, Town Clerk

PURCHASE PRICE APPROVED:

_____
Michael Lopez, Town Engineer

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

ACCEPTED BY: DATE:_____, 20__

SELLERS:

Robert C. Wallack and Ann C. Wallack
Revocable Living trust of October 2010

_____
By: Robert C. Wallack, Trustee

Penny W. Celmins

_____
By: Penny W. Celmins

Hammond Revocable Trust dated 4/10/1998

_____
By: Phil B. Hammond, Trustee

BUYER:

TOWN OF CHINO VALLEY, ARIZONA

By_____
Chris Marley, Mayor

ATTEST:

_____
Jamie Lewis, Town Clerk

PURCHASE PRICE APPROVED:

_____
Michael Lopez, Town Engineer

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

EXHIBIT A

REAL PROPERTY ACQUISITION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

All that portion of the Northeast Quarter of Section 21, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found GLO Brass Cap Monument at the Northeast corner of Section 21, from which point the East Quarter corner of said Section 21 bears South 01°58'06" West, a distance of 2650.37 feet;

Thence South 01°58'06" West, along the east line of the Northeast Quarter of said Section 21, a distance of 216.81 feet;

Thence North 88°01'54" West, a distance of 20.00 feet to a point on the westerly right of way line of Road 1 West as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

Thence North 09°40'56" West, a distance of 147.70 feet;

Thence North 01°03'01" East, a distance of 33.66 feet;

Thence North 44°40'32" West, a distance of 32.80 feet to a point on the southerly right of way line of Road 2 North as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office;

Thence South 88°42'44" East, along said southerly right of way line of Road 2 North, a distance of 53.21 feet;

Thence South 01°58'06" West, along said westerly right of way line of Road 1 West, a distance of 196.57 feet to the TRUE POINT OF BEGINNING.

Containing 3,939.11 square feet, more or less.

10/30/14
LE #487-24
NE-Sec 21-ROW.doc

MAP TO ACCOMPANY LEGAL DESCRIPTION

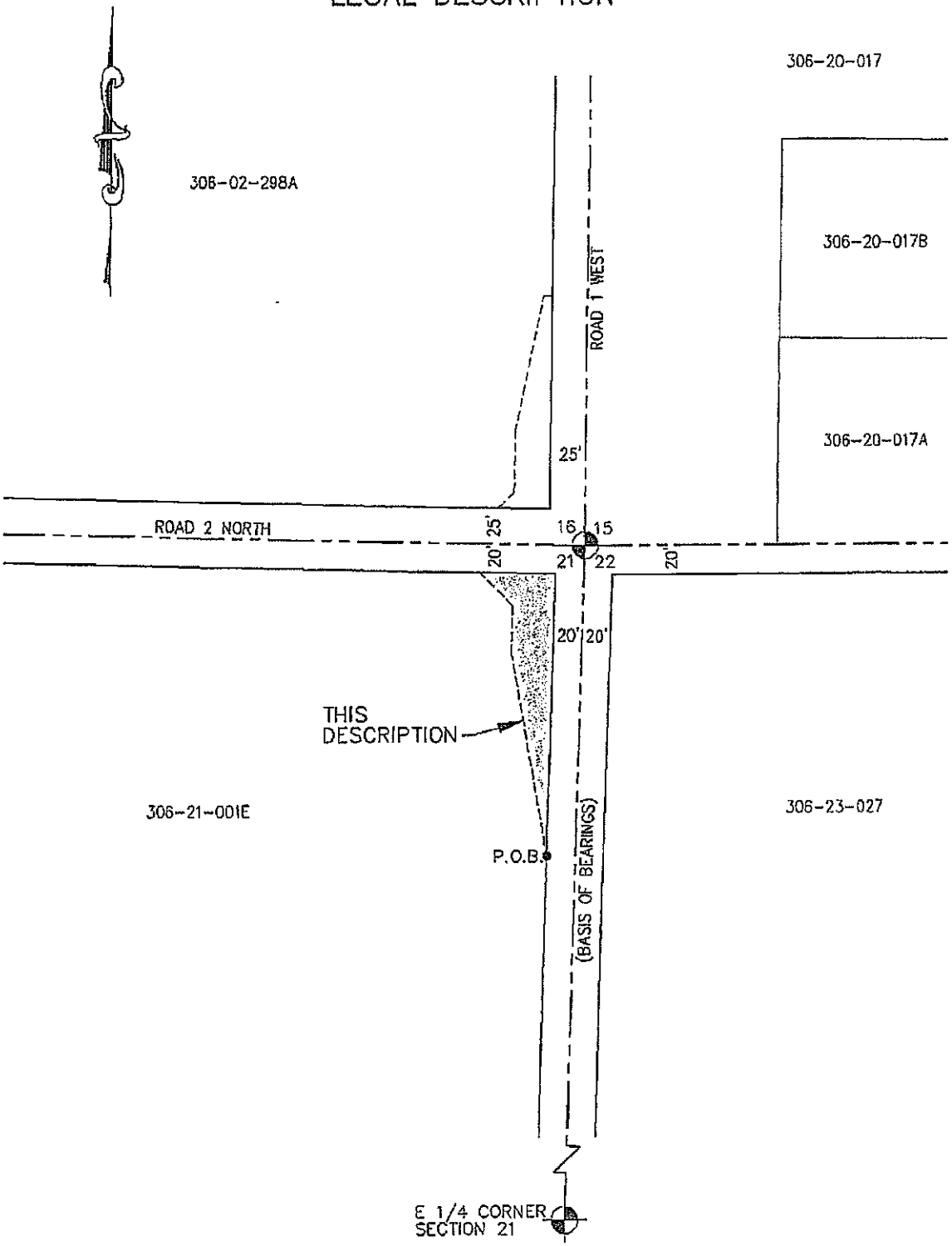


EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

AND

LEGAL DESCRIPTION

LEGAL DESCRIPTION

All that portion of the Northeast Quarter of Section 21, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found GLO Brass Cap Monument at the Northeast corner of Section 21, from which point the East Quarter corner of said Section 21 bears South 01°58'06" West, a distance of 2650.37 feet;

Thence South 01°58'06" West, along the east line of the Northeast Quarter of said Section 21, a distance of 216.81 feet;

Thence North 88°01'54" West, a distance of 20.00 feet to a point on the westerly right of way line of Road 1 West as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

Thence South 01°58'06" West, along said westerly right of way line of Road 1 West, a distance of 35.33 feet;

Thence North 88°06'07" West, a distance of 13.13 feet;

Thence North 09°40'56" West, a distance of 176.54 feet;

Thence North 01°03'01" East, a distance of 27.11 feet;

Thence North 44°40'32" West, a distance of 45.05 feet to a point on the southerly right of way line of Road 2 North as described in Book 112 of Deeds, Page 43, Yavapai County Recorder's Office;

Thence South 88°42'44" East, along said southerly right of way line of Road 2 North, a distance of 28.77 feet;

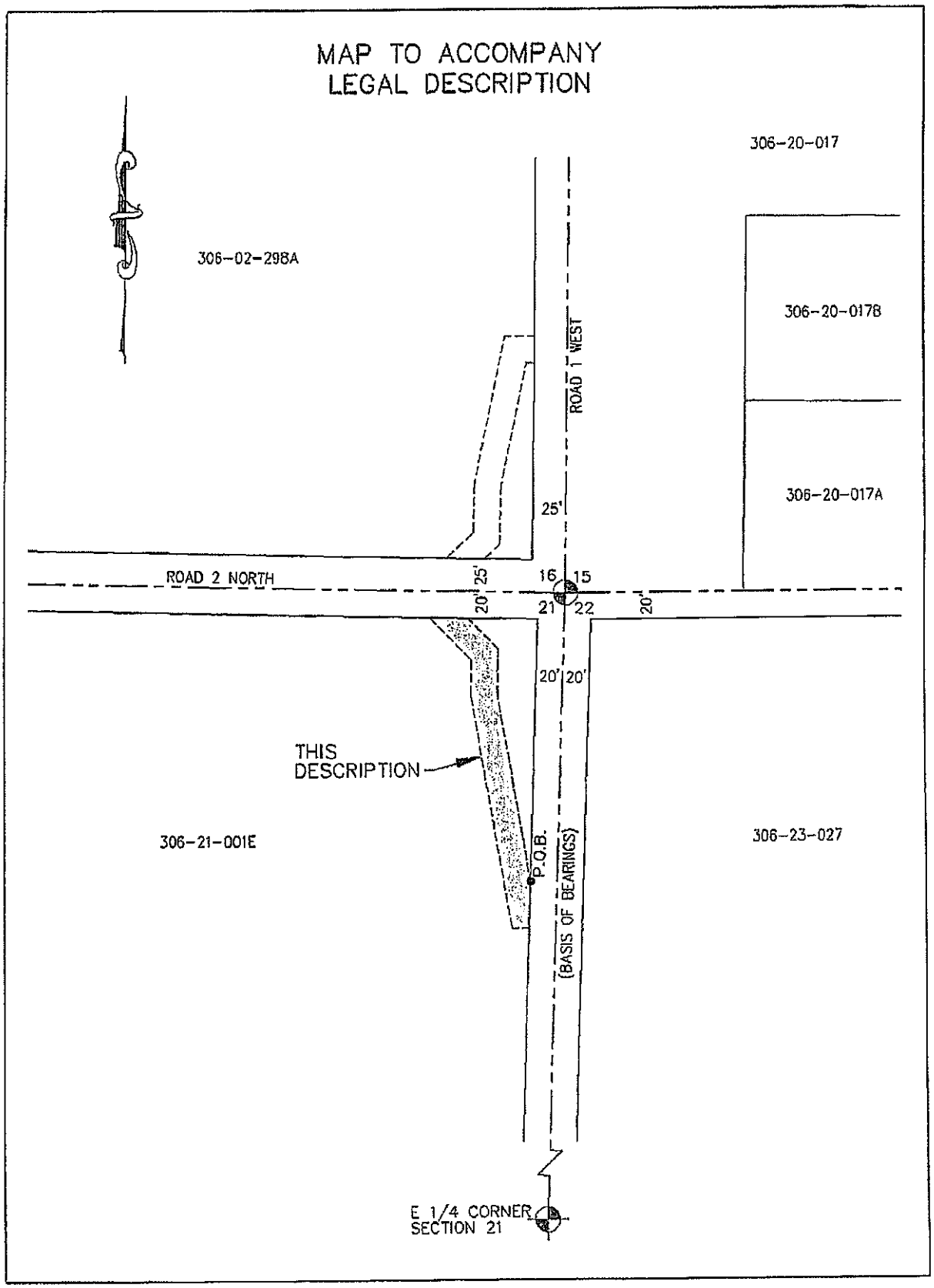
Thence South 44°40'32" East, a distance of 32.80 feet;

Thence South 01°03'01" West, a distance of 33.66 feet;

Thence South 09°40'56" East, a distance of 142.70 feet to the TRUE POINT OF BEGINNING.

Containing 4,810.66 square feet, more or less.

10/30/14
LE #487-24
NE-Sec 21-TCE.doc


MAP TO ACCOMPANY
LEGAL DESCRIPTION
306-20-017
306-02-298A
306-20-017B
ROAD 1 WEST
306-20-017A
25'
ROAD 2 NORTH
25'
16
15
20'
21
22
20'
20'
20'
THIS
DESCRIPTION
306-21-001E
P.O.B.
(BASIS OF BEARINGS)
306-23-027
E 1/4 CORNER
SECTION 21

When Recorded Mail To:

Town of Chino Valley
c/o Phyllis L.N. Smiley
Gust Rosenfeld, PLC
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553

Exempt under A.R.S. § 11-1134(A)(2)

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we _____ ("Grantors") do hereby grant and convey to the TOWN OF CHINO VALLEY, an Arizona Municipal Corporation ("Grantee"), a Temporary Construction Easement for Roadway/ Utility/Drainage installation purposes, together with the temporary right of ingress and egress for the purposes of excavating and removing, installation, placement or replacement of soil and/or asphalt and construction plans identified below, including any additional grading work deemed necessary or appropriate by the Grantee over, under and across the real property situated in Yavapai County, Arizona, as described in **Exhibit A** attached hereto and made a part hereof, and as shown on Construction Plans entitled "___", prepared by _____, and dated ___ _____, 20__. Grantor's property shall be restored by Grantee to an "as good as" condition as existed prior to construction.

This easement right, related to Parcel No.: _____, shall be extinguished _____ months from the date of commencement of construction by Town of Chino Valley.

Dated this _____ day of _____, 20__.

X _____

X _____

STATE OF ARIZONA)
) ss
County of Yavapai)

The foregoing Temporary Construction Easement was personally acknowledged before me this _____ day of _____, 20_, by _____ who executed the foregoing instrument for the purposes therein contained.

_____
Notary Public

My Commission Expires:

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	Temporary Construction Easement
DATE OF DOCUMENT	
NUMBER OF PAGES	
ADDITIONAL SIGNORS	
(other than those named in	
the notarial certificate)	

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made by and between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, a public school district and a political subdivision of the State of Arizona (hereinafter called "District") and the Town of CHINO VALLEY, a municipal corporation and a political subdivision of the State of Arizona, (hereinafter call "Town").

WHEREAS, the CHINO VALLEY UNIFIED SCHOOL DISTRICT and the TOWN of CHINO VALLEY have the authority to enter into the Intergovernmental Agreement pursuant to Arizona Revised Statutes, Section 11-952 and Section 9-240(3); and,

WHEREAS, the CHINO VALLEY UNIFIED SCHOOL DISTRICT is within the legal boundaries of the Town of CHINO VALLEY; and,

WHEREAS, property owners within the corporate limits of the Town pay school district and Adjacent Ways taxes to support the District; and,

WHEREAS, the Town controls and maintains public rights-of-way immediately adjacent to the frontage of the Del Rio School and the Heritage Middle School along with other on-site roadways, parking lots, and other transportation conveyance systems and have experienced that these systems do not currently adequately serve the needs of the Del Rio School and the Heritage Middle School; and,

WHEREAS, the District is authorized to expend Adjacent Ways funds under A.R.S. Section 15-995 for improvements to public streets, rights-of-way, and school properties adjacent to same, including sidewalks, sewers, utility lines, fence relocation, parking lot adjustments, roadway transportation systems, reconstruction of parking lots used for ingress and egress of buses and fire equipment, curb gutter and sidewalk, additional roadway travel lanes, and bus bays.

NOW, THEREFORE, IT IS AGREED by and between the District and the Town as follows:

PURPOSE

The purpose of this Agreement is for the improvement of adjacent ways to the Del Rio School and Heritage Middle School, including but not limited to roadway improvements to on-site roadways, parking lots, and other transportation conveyance systems, construction paving roadways, parking lot adjustments, reconstruction of parking lots used for ingress and egress of buses and fire equipment, additional roadway travel lanes, bus bays, utility relocation ("Project").

TERM

The initial term of this Agreement is for a period of fifteen and one-half (15½) months, commencing on March 11, 2014 and ending on June 30, 2015, subject to prior termination as set forth herein.

RENEWAL AND TERMINATION

This Agreement may be extended beyond the initial term by written agreement of both parties if said Project is not completed within the time specified herein. In that event, the Agreement shall terminate upon completion of the purpose specified herein.

FINANCING

1) The Town shall procure and pay for all materials required for the Project and furnish labor at no cost to the District. The District shall reimburse to the Town all costs of the materials used in the Project, not to exceed One Hundred Thousand Dollars and No/Cents ($100,000.00) for fiscal year 2013-2014 and One Hundred Thousand Dollars and No/Cents ($100,000.00) for fiscal year 2014-2015. Payment for fiscal year 2013-2014 has been approved by the Governing Board and shall be made by the District to the Town in a single Payment based upon the results of bid documents and change orders, within 30 days of receipt of billings from the Town.

   Payment for fiscal year 2014-2015 is contingent upon Governing Board approval of the adjacent way levy. If the Governing Board fails to approve payment of the adjacent way levy this Agreement will be considered terminated.

2) The Town shall use said District funds exclusively for payment of costs referenced above.

3) The Town shall be responsible for the contracting and administration necessary to complete the Project and all costs of the same pending reimbursement from the District. The Town's budget for the cost of the Project has already been implemented within the balance of the budget for road improvement expenses and will be maintained in the ordinary course of such roadway improvements.

DISPOSITION OF PROPERTY UPON TERMINATION

There will be no property in need of disposing upon termination of the Agreement.

SEVERABILITY

The parties agree that if any part or parts of this intergovernmental Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties. This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

INDEMNIFICATION

To the extent permitted by law, the Town and the District each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of the indemnifying party's employees, officers, or agents, relating to and arising out of the performance of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the date set forth below.

TOWN OF CHINO VALLEY

Chris Marley, Mayor

Date: March 11, 2014

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Travis Bard, President
Chino Valley Unified School District
Governing Board

Date: 4-14-14

In accordance with A.R.S. Section 11-952, this proposed Intergovernmental Agreement for funding roadway improvements adjacent to the Del Rio School and Heritage Middle School has been reviewed by the undersigned the attorneys who have determined that said Agreement is in appropriate form and is within the powers and authority of the District and the Town.

APPROVED AS TO CONTENT AND FORM:

HUFFORD, HORSTMAN, MONGINI, PARNELL & TUCKER, PC

Attorney for District

APPROVED AS ~~TO CONTENT~~ ~~AND~~ FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC

Attorney for the Town

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties. This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the date set forth below.

TOWN OF CHINO VALLEY

Chris Marley, Mayor

Date: March 11, 2014

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Travis Bard, President
Chino Valley Unified School District
Governing Board

Date: _____

In accordance with A.R.S. Section 11-952, this proposed Intergovernmental Agreement for funding roadway improvements adjacent to the Del Rio School and Heritage Middle School has been reviewed by the undersigned the attorneys who have determined that said Agreement is in appropriate form and is within the powers and authority of the District and the Town.

APPROVED AS TO CONTENT AND FORM:

HUFFORD, HORSTMAN, MONGINI, PARNELL & TUCKER, PC

Attorney for District

APPROVED AS ~~TO CONTENT~~ ~~AND~~ FORM:

Curtis, Goodwin, Sullivan, Udall & Schwab, PLC

Attorney for the Town

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. c.**

Meeting Date:	09/13/2016
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 16-1090, declaring and adopting the results of the primary election held on August 30, 2016.

RECOMMENDED ACTION:

Adopt Resolution No. 16-1090, declaring and adopting the results of the primary election held on August 30, 2016.

SITUATION AND ANALYSIS:

Issue Statement

Per A.R.S. § 16-642(A), the results of an election must be adopted by Council not less than 6 nor more than 20 days after the election. Although a resolution is not required, Council has traditionally adopted one for record-keeping purposes.

The Town's ballot included election of a mayor, 3 councilmembers with a 2-year term, 3 councilmembers with a 4-year term, and one ballot measure, Prop 436 Alternative Expenditure Limitation (Home Rule Option).

County Elections has informed staff that they anticipate having the official final results of the election on September 8-9. Therefore, all the blanks may not be filled in and the official final results may or may not be attached. If for some reason the County is unable to provide the official final results by this meeting, Council will need to continue this item to a special meeting to be held no later than September 19, 2016.

Applicable "Policy"

A.R.S. § 16-642(A) & (C)

Satisfaction of "Policy"

Adopting the Canvass will satisfy the statute. If for some reason, the County is *not* able to provide the official final results by September 13, Council will have until the 19th to schedule a special meeting to

adopt the canvass. If certain circumstances keep the County from being able to provide the official final results by the 19th, state law provides guidelines for further postponements. (A.R.S. § 16-642(C))

Summary of Issues and Staff Rationale
N/A

Findings of Fact
N/A

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Resolution 16-1090
Certification of 2016 Election Results.

RESOLUTION NO. 16-1090

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 30, 2016

WHEREAS, the Town of Chino Valley, Yavapai County, Arizona held a primary election on the 30th day of August, 2016 for the nomination or election of a Mayor and six (6) Councilmembers, and to consider approval of Proposition 436, establishing an Alternative Expenditure Limitation for the Town of Chino Valley; and

WHEREAS, the election returns were certified by the Yavapai County Election Director and Yavapai County Recorder; and

WHEREAS, the election returns have been presented to and have been canvassed by the Town Council; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Chino Valley, Yavapai County, Arizona as follows:

Section 1. The total number of ballots cast at said primary election, as shown by the poll lists was 2630.

Section 2. Calculation of Total Votes Cast: The total number of votes cast at said primary election for each office and ballot measure, as shown by the poll lists, was:

Councilmember 2-year Term:	5,454
Councilmember 4-year Term:	4,974
Mayor:	2,307
Proposition 436:	2,371

Section 3. Candidate Election:

1. The number of votes cast for the candidates for Councilmember, 2-year Term were as follows:

Name	Vote Total	Name	Vote Total
Mike Best	1,502	Lon Turner	1,510
Alex Harris	1,051	Write-in Lillian Morales	34
Corey Mendoza	1,343	Write-in Other	14

2. It is hereby found, determined and declared of record, that the following candidates for councilmember, 2-year term received a majority of the total number of votes cast for that office and are hereby each issued a certificate of election:

Mike Best
Corey Mendoza
Lon Turner

3. The number of votes cast for the candidates for Councilmember, 4-year Term were as follows:

Name	Vote Total	Name	Vote Total
Susan Cuka	1,614	Jack Miller	1,741
Annie Lane	1,591	Write-In	28

4. It is hereby found, determined, and declared of record, that the following candidates for Councilmember, 4-year term did receive a majority of the total number of valid votes cast for that office and are hereby issued a certificate of election:

Susan Cuka
Annie Lane
Jack Miller

5. The number of votes cast for the candidates for Mayor were as follows:

Name	Vote Total
Darryl Croft	1,327
Robert W. McCaullay	977
Write-in	3

6. It is hereby found, determined and declared of record, that the following candidate for mayor did receive more than one-half of the total number of valid votes cast and is hereby issued a certificate of election:

Darryl Croft

Section 4. Ballot Measure Election.

1. The votes cast for Proposition 436, establishing an Alternative Expenditure Limitation for the Town of Chino Valley were as follows:

Yes	1,633
No	738

2. It is hereby found, determined and declared of record, that Proposition 436, establishing an Alternative Expenditure Limitation to govern the Town of Chino Valley budget

from fiscal year 2017/2018 to 2020/2021 did receive a majority of the total number of valid votes cast for this item and hereby shall be established.

Section 5. This resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 13th day of September, 2016.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

I hereby certify the above foregoing Resolution No. 16-1090 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 13, 2016, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

_____
Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

1. Certification of Election Results

Yavapai County
Department of Elections
1015 Fair Street-Room 228
Prescott, Arizona 86305
Phone: (928) 771-3250 Fax: (928) 771-3446
web.elections@yavapai.us

Lynn A. Constabile
Elections Director

September 8, 2016

Jami Lewis, Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323

Dear Jami,

Enclosed please find documents and reports required for your canvass; the Certification of Election Results, Statement of Votes Cast, Summary Results Report, Reject Report, and Write-In Results Report (if applicable). Please let my office know by e-mail once your canvass is complete. Thank you.

Best Regards,

Lynn A. Constabile
Elections Director

LAC:akc

Enclosure

Yavapai County Recorder
Leslie M. Hoffman
County Recorder
1015 Fair Street-Room 228
Prescott, Arizona 86305
928-771-3244
928-771-3258 (Fax)

Elections
Lynn A. Constabile
Elections Director
928 771-3250
928 771-3446 (Fax)

Voter Registration
Laurin Custis
Registrar of Voters
928-771-3248
928-771-3446 (Fax)

CERTIFICATION OF ELECTION RESULTS

For the

TOWN OF CHINO VALLEY PRIMARY ELECTION

AUGUST 30, 2016

YAVAPAI COUNTY, ARIZONA

We, Leslie M. Hoffman, Yavapai County Recorder, and Lynn A. Constabile, Yavapai County Elections Director, hereby certify that the attached foregoing vote results contains a full, true, and correct copy of the vote tabulations for the August 30, 2016, Town of Chino Valley Primary Election.

Dated this 8th day of September, 2016

Leslie M. Hoffman, County Recorder

Lynn A. Constabile, Elections Director

Election Summary Report
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:38:47 PM

Registered Voters 6,220 - Total Ballots 2,630 : 42.28%

CHINO VALLEY MAYOR - 2-YEAR TERM

Number of Precincts	3	
Precincts Reporting	2	66.67%
Vote For 1		
Total Votes	2,307	
CROFT, DARRYL (NP)	1,327	57.52%
MCCAULLAY, ROBERT W (NP)	977	42.35%
Write-In	3	0.13%

CHINO VALLEY COUNCIL MEMBER - 4-YEAR TERM

Number of Precincts	3	
Precincts Reporting	2	66.67%
Vote For 3		
Total Votes	4,974	
CUKA, SUSAN (NP)	1,614	32.45%
LANE, ANNIE (NP)	1,591	31.99%
MILLER, JACK (NP)	1,741	35.00%
Write-In	28	0.56%

CHINO VALLEY COUNCIL MEMBER - 2-YEAR TERM

Number of Precincts	3	
Precincts Reporting	2	66.67%
Vote For 3		
Total Votes	5,454	
BEST, MIKE (NP)	1,502	27.54%
HARRIS, ALEX (NP)	1,051	19.27%
MENDOZA, COREY (NP)	1,343	24.62%
TURNER, LON (NP)	1,510	27.69%
Write-In	48	0.88%

PROPOSITION 436

Number of Precincts	3	
Precincts Reporting	2	66.67%
Vote For 1		
Total Votes	2,371	
YES	1,633	68.87%
NO	738	31.13%

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

	Turnout			CHINO VALLEY MAYOR - 2-YEAR TERM							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	CROFT, DARRYL (NP)		MCCAULLAY, ROBERT W (NP)		Write-In	
Jursidiction Wide											
201 - EAGLE											
Polling	7409	253	3.41%	-	-	-	-	-	-	-	-
Early Voting	7409	3511	47.39%	-	-	-	-	-	-	-	-
Provisional	7409	3	0.04%	-	-	-	-	-	-	-	-
202 - COURT											
Polling	5792	228	3.94%	-	-	-	-	-	-	-	-
Early Voting	5792	2109	36.41%	-	-	-	-	-	-	-	-
Provisional	5792	6	0.10%	-	-	-	-	-	-	-	-
203 - FAIR											
Polling	4075	170	4.17%	-	-	-	-	-	-	-	-
Early Voting	4075	1651	40.52%	-	-	-	-	-	-	-	-
Provisional	4075	2	0.05%	-	-	-	-	-	-	-	-
204 - GOLF											
Polling	6198	303	4.89%	-	-	-	-	-	-	-	-
Early Voting	6198	2646	42.69%	-	-	-	-	-	-	-	-
Provisional	6198	1	0.02%	-	-	-	-	-	-	-	-
205 - MINE											
Polling	855	83	9.71%	-	-	-	-	-	-	-	-
Early Voting	855	89	10.41%	-	-	-	-	-	-	-	-
Provisional	855	-	-	-	-	-	-	-	-	-	-
206 - HILL											
Polling	81	1	1.23%	-	-	-	-	-	-	-	-
Early Voting	81	42	51.85%	-	-	-	-	-	-	-	-
Provisional	81	-	-	-	-	-	-	-	-	-	-
207 - MESQUITE											
Polling	1233	116	9.41%	-	-	-	-	-	-	-	-
Early Voting	1233	417	33.82%	-	-	-	-	-	-	-	-
Provisional	1233	1	0.08%	-	-	-	-	-	-	-	-
208 - YARN											
Polling	717	80	11.16%	-	-	-	-	-	-	-	-
Early Voting	717	244	34.03%	-	-	-	-	-	-	-	-
Provisional	717	1	0.14%	-	-	-	-	-	-	-	-
209 - WICK											
Polling	307	11	3.58%	-	-	-	-	-	-	-	-
Early Voting	307	129	42.02%	-	-	-	-	-	-	-	-
Provisional	307	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

	Turnout			CHINO VALLEY MAYOR - 2-YEAR TERM							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	CROFT, DARRYL (NP)		MCCAULLAY, ROBERT W (NP)		Write-In	
210 - WALNUT											
Polling	59	3	5.08%	-	-	-	-	-	-	-	-
Early Voting	59	25	42.37%	-	-	-	-	-	-	-	-
Provisional	59	-	-	-	-	-	-	-	-	-	-
211 - SPRINGS											
Polling	33	-	-	-	-	-	-	-	-	-	-
Early Voting	33	15	45.45%	-	-	-	-	-	-	-	-
Provisional	33	-	-	-	-	-	-	-	-	-	-
212 - PLEASANT											
Polling	0	-	-	-	-	-	-	-	-	-	-
Early Voting	0	-	-	-	-	-	-	-	-	-	-
Provisional	0	-	-	-	-	-	-	-	-	-	-
213 - SKULL											
Polling	327	21	6.42%	-	-	-	-	-	-	-	-
Early Voting	327	150	45.87%	-	-	-	-	-	-	-	-
Provisional	327	-	-	-	-	-	-	-	-	-	-
214 - KIRK											
Polling	640	40	6.25%	-	-	-	-	-	-	-	-
Early Voting	640	208	32.50%	-	-	-	-	-	-	-	-
Provisional	640	-	-	-	-	-	-	-	-	-	-
215 - BUCK											
Polling	3861	150	3.89%	-	-	-	-	-	-	-	-
Early Voting	3861	1733	44.88%	-	-	-	-	-	-	-	-
Provisional	3861	2	0.05%	-	-	-	-	-	-	-	-
216 - CREEK											
Polling	2333	123	5.27%	-	-	-	-	-	-	-	-
Early Voting	2333	630	27.00%	-	-	-	-	-	-	-	-
Provisional	2333	1	0.04%	-	-	-	-	-	-	-	-
217 - WIND											
Polling	118	12	10.17%	-	-	-	-	-	-	-	-
Early Voting	118	30	25.42%	-	-	-	-	-	-	-	-
Provisional	118	-	-	-	-	-	-	-	-	-	-
218 - WELL											
Polling	2449	173	7.06%	-	-	-	-	-	-	-	-
Early Voting	2449	730	29.81%	-	-	-	-	-	-	-	-
Provisional	2449	3	0.12%	-	-	-	-	-	-	-	-
219 - FORT											
Polling	5832	395	6.77%	-	-	-	-	-	-	-	-
Early Voting	5832	1875	32.15%	-	-	-	-	-	-	-	-
Provisional	5832	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

	Turnout			CHINO VALLEY MAYOR - 2-YEAR TERM						
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	CROFT, DARRYL (NP)	MCCAULLAY, ROBERT W (NP)	Write-In		
220 - RIM										
Polling	29	1	3.45%	-	-	-	-	-	-	-
Early Voting	29	7	24.14%	-	-	-	-	-	-	-
Provisional	29	-	-	-	-	-	-	-	-	-
221 - SALT										
Polling	334	16	4.79%	-	-	-	-	-	-	-
Early Voting	334	115	34.43%	-	-	-	-	-	-	-
Provisional	334	-	-	-	-	-	-	-	-	-
222 - BUG										
Polling	3146	212	6.74%	-	-	-	-	-	-	-
Early Voting	3146	855	27.18%	-	-	-	-	-	-	-
Provisional	3146	3	0.10%	-	-	-	-	-	-	-
223 - SUNSET										
Polling	1672	177	10.59%	-	-	-	-	-	-	-
Early Voting	1672	342	20.45%	-	-	-	-	-	-	-
Provisional	1672	1	0.06%	-	-	-	-	-	-	-
224 - TOWERS										
Polling	97	3	3.09%	-	-	-	-	-	-	-
Early Voting	97	33	34.02%	-	-	-	-	-	-	-
Provisional	97	-	-	-	-	-	-	-	-	-
225 - IRON										
Polling	5230	304	5.81%	-	-	-	-	-	-	-
Early Voting	5230	1992	38.09%	-	-	-	-	-	-	-
Provisional	5230	6	0.11%	-	-	-	-	-	-	-
226 - SPIRIT										
Polling	53	7	13.21%	-	-	-	-	-	-	-
Early Voting	53	19	35.85%	-	-	-	-	-	-	-
Provisional	53	-	-	-	-	-	-	-	-	-
227 - RUBY										
Polling	5423	251	4.63%	-	-	-	-	-	-	-
Early Voting	5423	1944	35.85%	-	-	-	-	-	-	-
Provisional	5423	-	-	-	-	-	-	-	-	-
228 - SCARLET										
Polling	4602	274	5.95%	-	-	-	-	-	-	-
Early Voting	4602	1653	35.92%	-	-	-	-	-	-	-
Provisional	4602	-	-	-	-	-	-	-	-	-
229 - ONYX										
Polling	6826	439	6.43%	-	-	-	-	-	-	-
Early Voting	6826	2425	35.53%	-	-	-	-	-	-	-
Provisional	6826	2	0.03%	-	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

	Turnout			CHINO VALLEY MAYOR - 2-YEAR TERM							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	CROFT, DARRYL (NP)		MCCAULLAY, ROBERT W (NP)		Write-In	
230 - AZURE											
Polling	6350	360	5.67%	-	-	-	-	-	-	-	-
Early Voting	6350	1916	30.17%	-	-	-	-	-	-	-	-
Provisional	6350	4	0.06%	-	-	-	-	-	-	-	-
231 - QUAIL											
Polling	317	23	7.26%	-	-	-	-	-	-	-	-
Early Voting	317	171	53.94%	-	-	-	-	-	-	-	-
Provisional	317	-	-	-	-	-	-	-	-	-	-
232 - GHOST											
Polling	2311	199	8.61%	-	-	-	-	-	-	-	-
Early Voting	2311	796	34.44%	-	-	-	-	-	-	-	-
Provisional	2311	2	0.09%	-	-	-	-	-	-	-	-
233 - BRIDGE											
Polling	59	3	5.08%	-	-	-	-	-	-	-	-
Early Voting	59	21	35.59%	-	-	-	-	-	-	-	-
Provisional	59	-	-	-	-	-	-	-	-	-	-
234 - WATSON											
Polling	7837	313	3.99%	-	-	-	-	-	-	-	-
Early Voting	7837	3668	46.80%	-	-	-	-	-	-	-	-
Provisional	7837	4	0.05%	-	-	-	-	-	-	-	-
235 - RANCH											
Polling	3896	263	6.75%	-	-	-	-	-	-	-	-
Early Voting	3896	1840	47.23%	-	-	-	-	-	-	-	-
Provisional	3896	-	-	-	-	-	-	-	-	-	-
236 - CAMP											
Polling	521	35	6.72%	-	-	-	-	-	-	-	-
Early Voting	521	212	40.69%	-	-	-	-	-	-	-	-
Provisional	521	1	0.19%	-	-	-	-	-	-	-	-
237 - BASIN											
Polling	5590	353	6.31%	2083	123	68	55.28%	55	44.72%	0	-
Early Voting	5590	1911	34.19%	2083	690	409	59.28%	281	40.72%	0	-
Provisional	5590	2	0.04%	2083	2	2	100.00%	0	-	0	-
238 - GRAZE											
Polling	6394	406	6.35%	4137	220	110	50.00%	109	49.55%	1	0.45%
Early Voting	6394	2246	35.13%	4137	1265	735	58.10%	528	41.74%	2	0.16%
Provisional	6394	9	0.14%	4137	7	3	42.86%	4	57.14%	0	-
239 - COYOTE											
Polling	1989	111	5.58%	0	0	0	-	0	-	0	-
Early Voting	1989	733	36.85%	0	0	0	-	0	-	0	-
Provisional	1989	-	-	0	0	0	-	0	-	0	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

	Turnout			CHINO VALLEY MAYOR - 2-YEAR TERM							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	CROFT, DARRYL (NP)		MCCAULLAY, ROBERT W (NP)		Write-In	
240 - CARS											
Polling	751	50	6.66%	-	-	-	-	-	-	-	-
Early Voting	751	211	28.10%	-	-	-	-	-	-	-	-
Provisional	751	-	-	-	-	-	-	-	-	-	-
241 - STONE											
Polling	551	50	9.07%	-	-	-	-	-	-	-	-
Early Voting	551	148	26.86%	-	-	-	-	-	-	-	-
Provisional	551	1	0.18%	-	-	-	-	-	-	-	-
242 - WATER											
Polling	4522	209	4.62%	-	-	-	-	-	-	-	-
Early Voting	4522	1954	43.21%	-	-	-	-	-	-	-	-
Provisional	4522	3	0.07%	-	-	-	-	-	-	-	-
243 - BURRO											
Polling	6690	307	4.59%	-	-	-	-	-	-	-	-
Early Voting	6690	2417	36.13%	-	-	-	-	-	-	-	-
Provisional	6690	3	0.04%	-	-	-	-	-	-	-	-
244 - BISON											
Polling	7926	388	4.90%	-	-	-	-	-	-	-	-
Early Voting	7926	2537	32.01%	-	-	-	-	-	-	-	-
Provisional	7926	7	0.09%	-	-	-	-	-	-	-	-
245 - BIGHORN											
Polling	4900	213	4.35%	-	-	-	-	-	-	-	-
Early Voting	4900	1482	30.24%	-	-	-	-	-	-	-	-
Provisional	4900	3	0.06%	-	-	-	-	-	-	-	-
Total											
Polling	130335	7129	5.47%	6220	343	178	51.90%	164	47.81%	1	0.29%
Early Voting	130335	47882	36.74%	6220	1955	1144	58.52%	809	41.38%	2	0.10%
Provisional	130335	71	0.05%	6220	9	5	55.56%	4	44.44%	0	-
Total	130335	55082	42.26%	6220	2307	1327	57.52%	977	42.35%	3	0.13%

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 4-YEAR TERM

	Reg. Voters	Total Votes	CUKA, SUSAN (NP)	LANE, ANNIE (NP)	MILLER, JACK (NP)	Write-In
Jursidiction Wide						
201 - EAGLE						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
202 - COURT						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
203 - FAIR						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
204 - GOLF						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
205 - MINE						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
206 - HILL						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
207 - MESQUITE						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
208 - YARN						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
209 - WICK						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 4-YEAR TERM

	Reg. Voters	Total Votes	CUKA, SUSAN (NP)			LANE, ANNIE (NP)			MILLER, JACK (NP)			Write-In		
210 - WALNUT														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
211 - SPRINGS														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
212 - PLEASANT														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
213 - SKULL														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
214 - KIRK														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
215 - BUCK														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
216 - CREEK														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
217 - WIND														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
218 - WELL														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
219 - FORT														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 4-YEAR TERM

	Reg. Voters	Total Votes	CUKA, SUSAN (NP)			LANE, ANNIE (NP)			MILLER, JACK (NP)			Write-In		
220 - RIM														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
221 - SALT														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
222 - BUG														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
223 - SUNSET														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
224 - TOWERS														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
225 - IRON														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
226 - SPIRIT														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
227 - RUBY														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
228 - SCARLET														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-
229 - ONYX														
Polling	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 4-YEAR TERM

	Reg. Voters	Total Votes	CUKA, SUSAN (NP)		LANE, ANNIE (NP)		MILLER, JACK (NP)		Write-In	
230 - AZURE										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
231 - QUAIL										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
232 - GHOST										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
233 - BRIDGE										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
234 - WATSON										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
235 - RANCH										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
236 - CAMP										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
237 - BASIN										
Polling	2083	247	78	31.58%	77	31.17%	90	36.44%	2	0.81%
Early Voting	2083	1500	479	31.93%	475	31.67%	538	35.87%	8	0.53%
Provisional	2083	0	0	-	0	-	0	-	0	-
238 - GRAZE										
Polling	4137	488	156	31.97%	151	30.94%	178	36.48%	3	0.61%
Early Voting	4137	2720	895	32.90%	882	32.43%	928	34.12%	15	0.55%
Provisional	4137	19	6	31.58%	6	31.58%	7	36.84%	0	-
239 - COYOTE										
Polling	0	0	0	-	0	-	0	-	0	-
Early Voting	0	0	0	-	0	-	0	-	0	-
Provisional	0	0	0	-	0	-	0	-	0	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 4-YEAR TERM

	Reg. Voters	Total Votes	CUKA, SUSAN (NP)		LANE, ANNIE (NP)		MILLER, JACK (NP)		Write-In	
240 - CARS										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
241 - STONE										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
242 - WATER										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
243 - BURRO										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
244 - BISON										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
245 - BIGHORN										
Polling	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-
Total										
Polling	6220	735	234	31.84%	228	31.02%	268	36.46%	5	0.68%
Early Voting	6220	4220	1374	32.56%	1357	32.16%	1466	34.74%	23	0.55%
Provisional	6220	19	6	31.58%	6	31.58%	7	36.84%	0	-
Total	6220	4974	1614	32.45%	1591	31.99%	1741	35.00%	28	0.56%

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 2-YEAR TERM

	Reg. Voters	Total Votes	BEST, MIKE (NP)	HARRIS, ALEX (NP)	MENDOZA, COREY (NP)	TURNER, LON (NP)	Write-In
Jursidiction Wide							
201 - EAGLE							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
202 - COURT							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
203 - FAIR							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
204 - GOLF							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
205 - MINE							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
206 - HILL							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
207 - MESQUITE							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
208 - YARN							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
209 - WICK							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 2-YEAR TERM

	Reg. Voters	Total Votes	BEST, MIKE (NP)	HARRIS, ALEX (NP)	MENDOZA, COREY (NP)	TURNER, LON (NP)	Write-In
210 - WALNUT							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
211 - SPRINGS							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
212 - PLEASANT							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
213 - SKULL							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
214 - KIRK							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
215 - BUCK							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
216 - CREEK							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
217 - WIND							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
218 - WELL							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
219 - FORT							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 2-YEAR TERM

	Reg. Voters	Total Votes	BEST, MIKE (NP)	HARRIS, ALEX (NP)	MENDOZA, COREY (NP)	TURNER, LON (NP)	Write-In
220 - RIM							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
221 - SALT							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
222 - BUG							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
223 - SUNSET							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
224 - TOWERS							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
225 - IRON							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
226 - SPIRIT							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
227 - RUBY							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
228 - SCARLET							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-
229 - ONYX							
Polling	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 2-YEAR TERM

	Reg. Voters	Total Votes	BEST, MIKE (NP)		HARRIS, ALEX (NP)		MENDOZA, COREY (NP)		TURNER, LON (NP)		Write-In	
230 - AZURE												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
231 - QUAIL												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
232 - GHOST												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
233 - BRIDGE												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
234 - WATSON												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
235 - RANCH												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
236 - CAMP												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
237 - BASIN												
Polling	2083	293	79	26.96%	54	18.43%	69	23.55%	90	30.72%	1	0.34%
Early Voting	2083	1674	442	26.40%	307	18.34%	434	25.93%	477	28.49%	14	0.84%
Provisional	2083	5	2	40.00%	0	-	2	40.00%	1	20.00%	0	-
238 - GRAZE												
Polling	4137	512	143	27.93%	87	16.99%	138	26.95%	137	26.76%	7	1.37%
Early Voting	4137	2952	830	28.12%	598	20.26%	698	23.64%	800	27.10%	26	0.88%
Provisional	4137	18	6	33.33%	5	27.78%	2	11.11%	5	27.78%	0	-
239 - COYOTE												
Polling	0	0	0	-	0	-	0	-	0	-	0	-
Early Voting	0	0	0	-	0	-	0	-	0	-	0	-
Provisional	0	0	0	-	0	-	0	-	0	-	0	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

CHINO VALLEY COUNCIL MEMBER - 2-YEAR TERM

	Reg. Voters	Total Votes	BEST, MIKE (NP)		HARRIS, ALEX (NP)		MENDOZA, COREY (NP)		TURNER, LON (NP)		Write-In	
240 - CARS												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
241 - STONE												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
242 - WATER												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
243 - BURRO												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
244 - BISON												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
245 - BIGHORN												
Polling	-	-	-	-	-	-	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	-	-	-	-	-	-	-	-	-	-	-	-
Total												
Polling	6220	805	222	27.58%	141	17.52%	207	25.71%	227	28.20%	8	0.99%
Early Voting	6220	4626	1272	27.50%	905	19.56%	1132	24.47%	1277	27.60%	40	0.86%
Provisional	6220	23	8	34.78%	5	21.74%	4	17.39%	6	26.09%	0	-
Total	6220	5454	1502	27.54%	1051	19.27%	1343	24.62%	1510	27.69%	48	0.88%

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

PROPOSITION 436

	Reg. Voters	Total Votes	YES		NO	
Jursidiction Wide						
201 - EAGLE						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
202 - COURT						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
203 - FAIR						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
204 - GOLF						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
205 - MINE						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
206 - HILL						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
207 - MESQUITE						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
208 - YARN						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
209 - WICK						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-

PROPOSITION 436

	Reg. Voters	Total Votes	YES		NO	
210 - WALNUT						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
211 - SPRINGS						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
212 - PLEASANT						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
213 - SKULL						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
214 - KIRK						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
215 - BUCK						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
216 - CREEK						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
217 - WIND						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
218 - WELL						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
219 - FORT						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

PROPOSITION 436

	Reg. Voters	Total Votes	YES		NO	
220 - RIM						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
221 - SALT						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
222 - BUG						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
223 - SUNSET						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
224 - TOWERS						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
225 - IRON						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
226 - SPIRIT						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
227 - RUBY						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
228 - SCARLET						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
229 - ONYX						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

PROPOSITION 436

	Reg. Voters	Total Votes	YES		NO	
230 - AZURE						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
231 - QUAIL						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
232 - GHOST						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
233 - BRIDGE						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
234 - WATSON						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
235 - RANCH						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
236 - CAMP						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
237 - BASIN						
Polling	2083	129	87	67.44%	42	32.56%
Early Voting	2083	702	508	72.36%	194	27.64%
Provisional	2083	2	1	50.00%	1	50.00%
238 - GRAZE						
Polling	4137	236	157	66.53%	79	33.47%
Early Voting	4137	1295	877	67.72%	418	32.28%
Provisional	4137	7	3	42.86%	4	57.14%
239 - COYOTE						
Polling	0	0	0	-	0	-
Early Voting	0	0	0	-	0	-
Provisional	0	0	0	-	0	-

Statement of Votes Cast
AUGUST 30, 2016 / 30 DE AGOSTO DEL 2016
COUNTY OF YAVAPAI / CONDADO DE YAVAPAI
STATE OF ARIZONA / ESTADO DE ARIZONA
PRIMARY ELECTION RESULTS
OFFICIAL FINAL RESULTS

Date: 9/6/2016
Time: 2:43:22 PM

PROPOSITION 436

	Reg. Voters	Total Votes	YES		NO	
240 - CARS						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
241 - STONE						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
242 - WATER						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
243 - BURRO						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
244 - BISON						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
245 - BIGHORN						
Polling	-	-	-	-	-	-
Early Voting	-	-	-	-	-	-
Provisional	-	-	-	-	-	-
Total						
Polling	6220	365	244	66.85%	121	33.15%
Early Voting	6220	1997	1385	69.35%	612	30.65%
Provisional	6220	9	4	44.44%	5	55.56%
Total	6220	2371	1633	68.87%	738	31.13%

YAVAPAI COUNTY ELECTIONS DEPARTMENT

August 30, 2016 | PRIMARY ELECTION | WRITE-IN CANDIDATES RESULTS

Precinct Number & Name		U.S. SENATOR (DEM)	U.S. REPRESENTATIVE IN CONGRESS DISTRICT 4 (DEM)	U.S. SENATOR (GRN)	U.S. REPRESENTATIVE IN CONGRESS DISTRICT 1 (GRN)	U.S. SENATOR (LBT)	U.S. REPRESENTATIVE IN CONGRESS DISTRICT 1 (LBT)	U.S. REPRESENTATIVE IN CONGRESS DISTRICT 4 (LBT)	U.S. SENATOR (REP)	TOWN OF CHINO VALLEY - COUNCIL MEMBER 2 YEAR TERM (NON)	TOWN OF CLARKDALE - COUNCIL MEMBER (NON)	TOWN OF JEROME - COUNCIL MEMBER (NON)	TOWN OF JEROME - COUNCIL MEMBER (NON)
		BELLO, AXEL	HIXON, ROBERT	SWING, GARY	PARRISH, RAY	HAMILTON, MERISSA	ALLEN, KIM	DANIELS, JEFFERY	WEBSTER, SEAN	MORALES, LILLIAN	NESTER, TOMMY	DEMENT, DWAIN	KINSELLA, JAY
201	EAGLE	2	1	-		3		3	-				
202	COURT	2	-	4		3		4	-				
203	FAIR	1	-	-		2		2	-				
204	GOLF	1	1	1		7		6	-				
205	MINE	-	-	-		1		-	-				
206	HILL	-	-	-		-		-	-				
207	MESQUITE	-	-	-		-		-	-				
208	YARN	-	-	-		-		-	-				
209	WICK	-	-	-		-		-	-				
210	WALNUT	-	-	-		-		-	-				
211	SPRINGS	-	-	-		-		-	-				
212	PLEASANT	-	-	-		-		-	-				
213	SKULL	-	-	-		-		-	-				
214	KIRK	1	2	-		3		4	2				
215	BUCK	1	-	-		3		2	-				
216	CREEK	2	3	-		2		2	-				
217	WIND	-		-	-	-			-				
218	WELL	1		1	2	4	5		1				
219	FORT	-		1	-	2	2		-				
220	RIM	-		-	-	-			-				
221	SALT	-	1	-		-		-	-				
222	BUG	1	1	-		5		4	1				
223	SUNSET	-	-	-		-		1	-				

YAVAPAI COUNTY ELECTIONS DEPARTMENT

August 30, 2016 | PRIMARY ELECTION | WRITE-IN CANDIDATES RESULTS

Precinct Number & Name		U.S. SENATOR (DEM) BELLO, AXEL	U.S. REPRESENTATIVE IN CONGRESS DISTRICT 4 (DEM) HIXON, ROBERT	U.S. SENATOR (GRN) SWING, GARY	U.S. REPRESENTATIVE IN CONGRESS DISTRICT 1 (GRN) PARRISH, RAY	U.S. SENATOR (LBT) HAMILTON, MERISSA	U.S. REPRESENTATIVE IN CONGRESS DISTRICT 1 (LBT) ALLEN, KIM	U.S. REPRESENTATIVE IN CONGRESS DISTRICT 4 (LBT) DANIELS, JEFFERY	U.S. SENATOR (REP) WEBSTER, SEAN	TOWN OF CHINO VALLEY - COUNCIL MEMBER 2 YEAR TERM (NON) MORALES, LILLIAN	TOWN OF CLARKDALE - COUNCIL MEMBER (NON) NESTER, TOMMY	TOWN OF JEROME - COUNCIL MEMBER (NON) DEMENT, DWAIN	TOWN OF JEROME - COUNCIL MEMBER (NON) KINSELLA, JAY
224	TOWERS	-	-	-		1		1	-				
225	IRON	1	-	-		3		2	1				
226	SPIRIT	-	-	-		-		-	-		-		
227	RUBY	1		-	-	-			-				
228	SCARLET	1		-	-	1	1		-				
229	ONYX	-	3	1		2		2	-		33		
230	AZURE	2	3	2		3		2	-				
231	QUAIL	-	-	-		1		1	-				
232	GHOST	3	-	1		3		2	-		53	28	105
233	BRIDGE	-		-	-	-			-				
234	WATSON	-	-	3		7		6	1				
235	RANCH	-	-	1		-		-	-				
236	CAMP	-	-	-		-		-	-				
237	BASIN	-	-	-		1		1	1	15			
238	GRAZE	-	-	-		4		5	-	19			
239	COYOTE	-	-	-		-		-	-	-			
240	CARS	-	-	-		-		-	1				
241	STONE	-	-	-		-		-	1				
242	WATER	-	-	-		1		1	-				
243	BURRO	1	-	-		3		3	2				
244	BISON	-	1	-		3		2	1				
245	BIGHORN	-	-	-		8		6	-				
	TOTALS	21	16	15	2	76	8	62	12	34	86	28	105

YAVAPAI COUNTY ELECTIONS DEPARTMENT

August 30, 2016 - PRIMARY ELECTION

REJECTED BALLOTS REPORT

Precinct # & Name		PROVISIONAL	EARLY
201	EAGLE	-	7
202	COURT	3	4
203	FAIR	1	6
204	GOLF	1	7
205	MINE	-	-
206	HILL	-	-
207	MESQUITE	1	1
208	YARN	1	-
209	WICK	-	-
210	WALNUT	-	-
211	SPRINGS	-	-
212	PLEASANT	-	-
213	SKULL	-	1
214	KIRK	-	-
215	BUCK	-	5
216	CREEK	-	3
217	WIND	-	-
218	WELL	-	4
219	FORT	7	7
220	RIM	-	-
221	SALT	-	-
222	BUG	-	3
223	SUNSET	2	3
224	TOWERS	-	-
225	IRON	1	9
226	SPIRIT	-	-
227	RUBY	1	9
228	SCARLET	-	7
229	ONYX	1	12
230	AZURE	3	4
231	QUAIL	-	-
232	GHOST	1	6
233	BRIDGE	-	-
234	WATSON	1	11
235	RANCH	3	5
236	CAMP	-	1
237	BASIN	2	7
238	GRAZE	2	10
239	COYOTE	1	-
240	CARS	2	1
241	STONE	1	-
242	WATER	1	4
243	BURRO	-	7
244	BISON	2	8
245	BIGHORN	1	5
	TOTALS	39	157

TOTAL REJECTED BALLOTS = 196

PROVISIONAL BALLOT REJECT REASONS

-	SIGNATURE DIFFERENT
-	EMPTY ENVELOPE
2	INCOMPLETE / NOT SIGNED
2	ID NOT PROVIDED
-	VOTED TWICE
17	NOT REGISTERED
7	REGISTERED TOO LATE
10	VOTED EARLY BALLOT
-	MINOR
-	OUT OF JURISDICTION
-	VOTED IN WRONG PRECINCT
1	WRONG PARTY
39	TOTAL

EARLY BALLOT REJECT REASONS

4	EMPTY ENVELOPE
45	NOT SIGNED BY VOTER
97	SIGNATURE DIFFERENT
11	VOTED TWICE
157	TOTAL

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. d.**

Meeting Date:	09/13/2016
Contact Person:	Cecilia Grittman, Assistant Town Manager Phone: 928-636-2646 x-1202
Department:	General Services
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 16-825 amending the Town of Chino Valley Town Code, Title XI Business Regulations by repealing Chapter 114 Cable Television in its entirety and adopting new Chapter 114 Cable Television, including new Sections 114.01 through 114.61, setting forth definitions, licensing requirements and procedures, and regulations related thereto and requirements related to access channels and subscriber services for cable television providers within the Town of Chino Valley. (Cecilia Grittman, Assistant Town Manager)

RECOMMENDED ACTION:

Move to approve Ordinance No. 16-825 declaring that document entitled "Town of Chino Valley Cable Television Regulations, dated September 13, 2016" to be a public record, and amending the Town of Chino Valley Town Code,Title XI Business Regulations, by repealing Chapter 114 Cable Television in its entirety and adopting by reference new Chapter 114 Cable Television, as set forth in that document entitled "Town of Chino Valley Cable Television Regulations, dated September 13, 2016".

SITUATION AND ANALYSIS:

The Cable One License agreement is set to expire at the end of October, 2016. In preparation for renewal of the license, it was discovered that many of the provisions of the Town Code, Chapter 114 Cable Television are not in conformance with state law or may be outdated. Staff, working with the Town Attorney, prepared an ordinance to replace the existing Chapter 114 with updated regulations that are more comprehensive and will serve as a basis for the new license, in addition to being in conformance with the current state and federal laws regulating cable television and the authority of municipalities to regulate cable television providers. At the Study Session on 8/16/2016, Town Attorney, Phyllis Smiley, reviewed the changes to legislation that have occurred over the last 15 years and presented to the Council a summary of the proposed changes to the Town Code.

New Chapter 114 will be adopted by reference as set forth in Ordinance 16-825, which is attached to this agenda item.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Ordinance 16-825 Cable Television
Chapter 114 - Exhibit to Ordinance

ORDINANCE NO. 16-825

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING THE DOCUMENT ENTITLED "TOWN OF CHINO VALLEY CABLE TELEVISION REGULATIONS, DATED SEPTEMBER 13, 2016" AS A PUBLIC RECORD; ADOPTING THE "TOWN OF CHINO VALLEY CABLE TELEVISION REGULATIONS, DATED SEPTEMBER 13, 2016" BY REFERENCE; AMENDING THE TOWN OF CHINO VALLEY TOWN CODE, TITLE XI BUSINESS REGULATION, AS FOLLOWS: (1) REPEALING CHAPTER 114 CABLE TELEVISION IN ITS ENTIRETY; AND (2) ADOPTING NEW CHAPTER 114 CABLE TELEVISION, SECTIONS 114.01 DEFINITIONS, 114.02 LICENSE REQUIRED, 114.03 FAILURE TO HAVE LICENSE; VIOLATION, 114.04 AUTHORIZATION TO ENGAGE IN BUSINESS, 114.05 LIMITATIONS OF LICENSE, 114.06 ACQUISITION OF FACILITIES BY TOWN UPON TERMINATION, 114.07 RIGHTS RESERVED TO THE TOWN, 114.08 LICENSE APPLICATION PROCEDURES, 114.09 LICENSE APPLICATION FEES, 114.10 SELECTION OF LICENSEE, 114.11 TERM OF LICENSE, 114.12 GRANT OF ADDITIONAL LICENSE AND COMPETING SERVICE, 114.13 RENEWALS, 114.14 TRANSFERS AND ASSIGNMENTS, 114.15 EFFECT OF AWARD OF LICENSE, 114.16 PAYMENT OF LICENSE FEE, 114.17 USE OF TELEPHONE COMPANY'S FACILITIES, 114.18 REQUIRED SERVICES AND FACILITIES, 114.19 SUBSCRIBER SERVICE RATES, 114.20 GOVERNMENT ACCESS CHANNEL, 114.21 EDUCATIONAL ACCESS CHANNELS, 114.22 GENERAL PROVISIONS CONCERNING ACCESS, 114.23 TIME IS OF THE ESSENCE, 114.24 ACCEPTANCE AND EFFECTIVE DATE OF LICENSE, 114.25 PERMITS, INSTALLATIONS AND SERVICE, 114.26 CABLE SYSTEM CONSTRUCTION MAP AND SCHEDULE, 114.27 LINE EXTENSION, 114.28 PLACEMENT OF TRANSMISSION FACILITIES, 114.29 CONSTRUCTION AND TECHNICAL STANDARDS, 114.30 UTILITY LOCATING SYSTEM, 114.31 RESIDENT NOTIFICATION OF CONSTRUCTION ACTIVITY REQUIRED, 114,32 LOCATION OF PROPERTY OF LICENSEE, EMERGENCY WORK, 114.34 REMOVAL AND ABANDONMENT OF PROPERTY OF LICENSEE, 114.35 TEMPORARY REMOVAL OF WIRE FOR BUILDING IMPROVEMENTS, 114.36 CHANGES REQUIRED BY PUBLIC IMPROVEMENTS, 114.37 METHODS AND MATERIALS OF STREET CONSTRUCTION, FAILURE TO PERFORM STREET WORK, 114.39 TELEPHONE COMMUNICATIONS SERVICE, 114.40 SUBSCRIBER SERVICE STANDARDS, 114.41 SUBSCRIBER AND TOWN NOTIFICATION, 114.42 BILLING PRACTICES; INFORMATION AND PROCEDURES, 114.43 SUBSCRIBER SOLICITATION PROCEDURES, 114.44 DISCONNECTION AND TERMINATION OF CABLE SERVICES, 114.45 PROTECTION OF SUBSCRIBER PRIVACY, 114.46 REPORTS, 114.47 INSPECTION OF PROPERTY AND RECORDS, 114.48 PROTECTION OF TOWN AGAINST LIABILITY, 114.49 LETTER OF CREDIT, 114.50 CONSTRUCTION

BONDS, 114.51 LIQUIDATED DAMAGES, 114.52 ADMINISTRATIVE HEARING, 114.53 HEARING BY COUNCIL, 114.54 REVOCATION, 114.55 CONTINUITY OF SERVICE MANDATORY, 114.56 FAILURE OF TOWN TO ENFORCE A LICENSE; NO WAIVER OF THE TERMS THEREOF, 114.57 LICENSE SUBJECT TO OTHER LAWS, 114.58 MISCELLANEOUS PROVISIONS, 114.59 FORCE MAJEURE, 114.60 SEVERABILITY, 114.61 CONTINUED USE OF INDIVIDUAL ANTENNAS; ALL RELATED TO UPDATING TOWN REGULATIONS GOVERNING CABLE TELEVISION SERVICES, LICENSING, AND GENERAL REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, the Town of Chino Valley, Arizona's regulations governing cable television services are in need of comprehensive revision to improve cable television services in the Town and to conform with legal requirements and best practices with regards to cable television services; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

Section 1. In General.

1. That certain document entitled Town of Chino Valley Cable Television Regulations, Dated September 13, 2016," is hereby declared to be a public record and three paper copies or one paper copy and one electronic copy maintained in compliance with Arizona Revised Statutes § 44-7041, are filed in the office of the Town Clerk and kept available for public use and inspection.

2. The Town Code of the Town of Chino Valley, Arizona, Title XI Business Regulations shall be amended by repealing Chapter 114 Cable Television in its entirety.

3. The Town Code of the Town of Chino Valley, Arizona, Title XI Business Regulations shall be amended by adopting new Chapter 114 Cable Television, Sections 114.01 Definitions, 114.02 License Required, 114.03 Failure to Have License; Violation, 114.04 Authorization to Engage in Business, 114.05 Limitations of License, 114.06 Acquisition of Facilities by Town upon Termination, 114.07 Rights Reserved to the Town, 114.08 License Application Procedures, 114.09 License Application Fees, 114.10 Selection of Licensee, 114.11 Term of License, 114.12 Grant of Additional License and Competing Service, 114.13 Renewals, 114.14 Transfers and Assignments, 114.15 Effect of Award of License, 114.16 Payment of License Fee, 114.17 Use of Telephone Company's Facilities, 114.18 Required Services and Facilities, 114.19 Subscriber Service Rates, 114.20 Government Access Channel, 114.21 Educational Access Channels, 114.22 General Provisions Concerning Access, 114.23 Time is of the Essence, 114.24 Acceptance and Effective Date of License, 114.25 Permits, Installations and Service, 114.26 Cable System Construction Map and Schedule, 114.27 Line Extension, 114.28 Placement of Transmission Facilities, 114.29 Construction and Technical Standards, 114.30 Utility Locating System, 114.31 Resident Notification of Construction Activity Required, 114,32 Location of Property of Licensee, Emergency Work, 114.34 Removal and Abandonment of Property of Licensee, 114.35 Temporary Removal of Wire for Building

Improvements, 114.36 Changes Required by Public Improvements, 114.37 Methods and Materials of Street Construction, Failure to Perform Street Work, 114.39 Telephone Communications Service, 114.40 Subscriber Service Standards, 114.41 Subscriber and Town Notification, 114.42 Billing Practices; Information and Procedures, 114.43 Subscriber Solicitation Procedures, 114.44 Disconnection and Termination of Cable Services, 114.45 Protection of Subscriber Privacy, 114.46 Reports, 114.47 Inspection of Property and Records, 114.48 Protection of Town Against Liability, 114.49 Letter of Credit, 114.50 Construction Bonds, 114.51 Liquidated Damages, 114.52 Administrative Hearing, 114.53 Hearing by Council, 114.54 Revocation, 114.55 Continuity of Service Mandatory, 114.56 Failure of Town to Enforce a License; No Waiver of the Terms Thereof, 114.57 License Subject to Other Laws, 114.58 Miscellaneous Provisions, 114.59 Force Majeure, 114.60 Severability, 114.61 Continued Use of Individual Antennas, all as set forth in that document entitled the "Town of Chino Valley Cable Television Regulations, Dated September 13, 2016," which document is hereby adopted and incorporated into this ordinance by reference.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. Providing for Penalties

Any person found responsible for violating any provision of this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Section 10.99(A), (B) and (D) of the Town Code of the Town of Chino Valley, Arizona, unless a different penalty is prescribed in that document entitled "Town of Chino Valley Cable Television Regulations, Dated September 13, 2016."

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 13th day of September, 2016 by the following vote:

AYES:	_____	ABSENT:	_____
NAYS:	_____	ABSTAINED:	_____

APPROVED this 13th day of September, 2016.

_____
Chris Marley, Mayor

ATTEST:

_____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

_____
Phyllis L.N. Smiley, Town Attorney

The following exhibits are attached hereto and incorporated herein:

1. Town of Chino Valley Cable Television Regulations, Dated September 13, 2016

I, JAMI LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO.16-825 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 13th DAY OF September, 2016, WAS POSTED IN THREE PLACES ON THE _____ DAY OF _____, 2016.

_____
Jami C. Lewis, Town Clerk

Town of Chino Valley Cable Television Regulations
September 13, 2016

Chapter 114 Cable Television

§ 114.01 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Cable Act. Title VI of the federal Communications Act of 1934, as amended.

Cable Service. The transmission to subscribers of video programming or other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

Cable Television System or CATV System. Any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service that includes video programing and that is provided to multiple subscribers within a community.

Channel. A band of frequencies six megahertz wide in the electromagnetic spectrum capable of carrying either 1 audiovisual television and a few non-video signals or a large number of non-video signals.

Federal Communications Commission or FCC. The present federal agency of that name as constituted by the Communications Act of 1934, being 47 U.S.C. §§ 151 et seq., or any successor agency created by the United States Congress.

Gross Revenues. Means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent (1 1/2 %) annually, that is received directly or indirectly by the licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which licensee has a financial interest or that has a financial interest in licensee and that is derived from licensee's operation of its cable system to provide cable service in the town. Gross revenues include all revenue from charges for cable service to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive cable service, and any other receipts from subscribers derived from operating the cable system to provide cable service, including receipts from forfeited deposits, sale or rental of equipment to provide cable service, late charges, interest and sale of program guides. Gross revenues also include all income licensee receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensor. Gross revenues do not include revenues from commercial advertising on the cable system, the use or lease of studio facilities of the cable system, the use or lease of leased access channels or bandwidth, the production of video programming by the licensee, the sale, exchange, use or cablecast of any programming by licensee in the town, sales to licensee's subscribers by

programmers of home shopping services, reimbursements paid by programmers for launch fees or marketing expense, license fees, taxes or other fees or charges that licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

License. That ordinance or resolution that contains the right, authority or grant, given by the council enabling a person to construct, operate and maintain a cable television system.

License Area. The current area within the boundaries of the town of Chino Valley, Arizona, and any future annexed area, unless the terms of a license provide otherwise.

License Fee. The fee required to be paid pursuant to Section 114.16.

Licensee. The person granted a cable television license for construction, operation, maintenance, or reconstruction of a cable system issued by the town.

Licensor. The Town of Chino Valley.

Major Stockholder. A beneficial owner, directly or indirectly, of 10% or more of the issued and outstanding voting stock of any corporation.

Other Programming Service. Information that a licensee makes available to all subscribers generally.

Public Street. The surface of and the space above and below any public street, avenue, highway, boulevard, concourse, driveway, bridge, tunnel, park, parkway, waterway, bulkhead, alley, right-of-way, and public utility easement.

Regular Subscriber Service. That service regularly provided to all subscribers. It includes all broadcast signal carriage and FCC-required access channel carriage, including origination programming. It does not include specialized programming for which a per program or per channel charge is made.

Subscriber. Any person receiving regular subscriber service.

Video Programming. Programming that is provided by, or generally comparable to programming provided by, a broadcast television station.

§ 114.02 License Required.

A non-exclusive license to construct, operate and maintain a cable system within all or any portion of the town is required of any person desiring to provide cable service in the town.

§ 114.03 Failure to Have License; Violation

(A) It is unlawful for any person to establish, operate or to carry on the business of distributing any television signals or radio signals by means of a cable system to any person in the town unless a license therefor has first been obtained pursuant to the provisions of this chapter, and unless the license is in full force and effect.

(B) It is unlawful for any person to construct, install or maintain within any public street in the town, or within any other public property of the town, or within any privately-owned area within the town which has not yet become a public street but is designated or delineated as a proposed public street on any preliminary subdivision map approved by the town, any equipment or facilities for distributing any television signals or radio signals through a cable system, unless a license authorizing such use of the street, property, or area has first been obtained pursuant to the provisions of this chapter, and unless the license is in full force and effect.

(C) It is unlawful for any person to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of a licensed cable system within the town for the purpose of enabling that person or others to receive any television signal, radio signal, picture, program, sound, or any other signal transmitted on the cable system, without the permission of a licensee.

(D) It is unlawful for any person, without the consent of the owner licensee, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of television signals, radio signals, pictures, programs, sounds or any other signals transmitted on the cable system.

(E) Any person found guilty of violating any provision of this chapter shall be guilty of a Class 1 misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for a period not to exceed six months, or both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein described.

(F) In addition to the penalties set forth in Subsection (E), any person violating any part of this chapter shall be subject to and shall pay any fees required in this chapter as though they were a licensee.

§ 114.04 Authorization to Engage in Business

Any license granted shall authorize the licensee to engage in the business of operating and providing a cable system in the town, and for that purpose to erect, install, solicit, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any street, such poles, wires, cable, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the cable system; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms or corporations, including but not limited to any public utility or other licensee licensed or permitted to do business in the town. Notwithstanding the foregoing, all wires, cable, conductors, ducts, conduits and similar facilities shall be placed underground

unless such facilities are attached to existing utility or telephone poles and the poles are used primarily for utility or telephone purpose.

§ 114.05 Limitations of License

(A) Any license granted under this chapter shall be non-exclusive and nothing herein shall be construed to prevent the Council from granting identical or similar licenses to more than one person, within all or any portion of the town.

(B) Any privilege claimed under any license by the licensee in any street shall be subordinate to any lawful occupancy or use thereof by the town and shall be subordinate to any prior easements, prior licenses to use the rights-of-way, and any other private property rights that may be superior to the license issued.

(C) Any right or power in, or duty imposed upon, any officer, employee, department, or board of the town shall be subject to transfer by the town to any other officer, employee, department, or board of the town.

(D) All licensees are subject to all existing or hereafter enacted or established requirements of the town's rules, regulations and specifications pursuant to the town's police powers and taxing authority. Licensees shall comply with all applicable existing or hereafter enacted or established state and federal laws and regulations. The town reserves the power to amend any section of this chapter so as to require additional or greater standards of construction, operation, maintenance or otherwise pursuant to the town's lawful police powers or as provided in the license.

(E) Any license granted shall not relieve the licensee of any obligation involved in obtaining pole space from any department of the town, utility company, or from others lawfully maintaining poles in streets.

(F) Any license granted does not relieve licensee of compliance town code provisions governing construction, work, or use of the streets and rights-of-way. The town hereby reserves to the town the power to amend any section of the Chino Valley Town Code related to construction in streets and public rights-of-way pursuant to its police powers.

§ 114.06 Acquisition of Facilities by Town upon Termination

(A) In accordance with Section 627 of the Cable Act, if a renewal of a license held by a licensee is denied and the town acquires ownership of the cable system, any such acquisition or transfer shall be at fair market value, determined on the basis of the cable system valued as a going concern but with no value allocated to the license itself. If a license held by a licensee is revoked for cause and the town acquires ownership of the cable system or effects a transfer of ownership of the cable system to another person, such matters as the harm to the community resulting from the licensee's breach of the license may be considered in determining the fair market value.

(B) Upon the termination of a license and the rights granted thereunder, whether by expiration or forfeiture, the council may direct and require the licensee as provided in Section

114.34 Removal and Abandonment of Property of Licensee to remove its wires, cables, fixtures and accessories and appurtenances from the streets. If directed, the town shall make a claim on the letter of credit as prescribed in Section 114.50 Construction Bonds. Removal by licensee of its wires, cable, fixtures and accessories and appurtenances from the streets shall not be required where such wires, cables, fixtures and accessories and appurtenances are in use for the provision of services other than cable services as to which no license from the town is required, or as to which any license that is required has been obtained.

§ 114.07 Rights Reserved to the Town

(A) The town reserves its rights to acquire the property of the licensee, by purchase, at fair market value, which shall not include any amount for the license itself or for any of the rights or privileges granted. The town reserves the right to exercise its power of eminent domain under the Arizona Constitution and laws of the state.

(B) Neither the granting of any license nor the enactment of any provision in this chapter shall constitute a waiver or bar to the exercise of any governmental right or power of the town, now existing or hereafter granted.

(C) The town's right to acquire the property of the licensee shall not require the licensee to convey such property that is in use for the provision of services other than cable services as to which no license from the town is required, or as to which any license that is required had been obtained. If the cable system is operated by the owner for both telecommunications and cable services purposes, the town must have separate authority outside of this chapter to acquire those facilities used for telecommunications purposes.

§ 114.08 License Application Procedures.

(A) This chapter itself grants no authority to operate a cable television system to any person. The grants are only made by the adoption of a separate resolution awarding a specific license to an applicant who has complied with the provisions of this chapter and any other provisions of the separate resolution.

(B) Each application for a license or renewal license to construct, operate or maintain any cable system in the town shall be filed with the town clerk in a form prescribed by the town. An application shall require, but shall not be limited to, the following information:

(1) The name, business address and form of business of the applicant;

(2) The names and addresses of any parent or subsidiary of the applicant, namely any other business entity owning or controlling the applicant, in whole or in part, or owned in whole or in part by the applicant, and a statement describing the nature of any such parent or subsidiary business entity, including but not limited to cable systems owned or controlled by the applicant, its parent and subsidiary and the areas served thereby.

(3) A detailed and complete financial statement of the applicant, certified by an independent certified public accountant, for the fiscal year next preceding the date of the

application hereunder, and a letter or other acceptable evidence in writing from a recognized lending institution or funding source, addressed to both the applicant and the council, setting forth the basis for a study performed by such lending institution or funding source, and a clear statement of its intent as a lending institution or funding source to provide whatever capital shall be required by the applicant to construct and operate the proposed cable system in the town, or a statement from an independent certified public accountant, certifying that the applicant has available sufficient free, net and uncommitted cash resources to construct and operate the proposed cable system in the town. The town manager may accept an alternative submittal that meets the purpose and intent of this section.

(4) A statement identifying, by place and date, any other cable system license(s) awarded to the applicant, its parent or subsidiary; the status of said license(s) with respect to completion thereof;

(5) A service area boundary map of the area that the applicant proposes to serve and a schedule for initiation of cable service and a statement or schedule setting forth all proposed classifications of rates and charges to be made against subscribers and all rates and charges as to each of said classifications, including installation charges and cable service charges;

(6) The applicant's proposal for providing access channels, facilities and related considerations. Applicants are strongly encouraged to investigate the needs and desires of potential users and to offer such facilities as are technologically and economically feasible;

(7) A description of facilities for local programming, and facilities to be offered to various community institutions;

(8) A schedule of proposed rates and charges to all classes of subscribers for both installation and monthly service, and a copy of the proposed service agreement between the applicant and its proposed subscribers;

(9) A copy of any contract which may exist between the applicant and any public utility providing for the use of the utility's property, such as poles, lines or conduits;

(10) A statement setting forth all agreements and understandings, whether written, oral or implied, between the applicant and any other person with respect to the proposed license or the proposed cable television operation;

(11) An estimate of the cost of constructing the applicant's proposed system, and a financial statement prepared in a form satisfactory to the Council showing applicant's financial status and its financial ability to meet these proposed costs;

(12) A sworn statement acknowledging the applicant's familiarity with and eligibility under the provisions of this chapter and the rules of the FCC and its intention to abide by the same;

(13) Other information that will assist the town in determining whether the applicant has the financial, technical, and legal qualifications to provide cable service in the town; and

(14) Any other details, statements, information or references, pertinent to the subject matter of such application, which shall be required or requested by the town council, or by any other provision of law.

(C) Prior to the issuance of a license, the town shall hold a public hearing, following reasonable notice to the public, at which every applicant and its proposals shall be examined and the public and all interested parties afforded a reasonable opportunity to be heard. Reasonable notice to the public shall include causing notice of the time and place of the hearing to be published in a newspaper of general circulation in the town once a week for two (2) consecutive weeks. The first publication shall be not less than fourteen (14) days before the day of the hearing.

§ 114.09 License Application Fees

(A) *New License*. Each applicant for a new license must submit an application fee in the amount of ten thousand dollars ($10,000.00). The fee shall be submitted in cash, or by certified or cashier's check, wire transfer, or in any other manner acceptable to the manager made payable to the town. The application fee is refundable if a license is issued and shall be offset from the first license fee payment(s) to the town. The application fee is non-refundable if an application is denied.

(B) *Renewal License*. Each applicant for a renewal license shall submit a renewal application fee of five thousand dollars ($5,000.00). The fee shall be submitted in cash, or by certified or cashier's check, wire transfer, or in any other manner acceptable to the town manager made payable to the town. The renewal application fee is refundable if a license is issued, and shall be offset from the first license fee payment(s) to town. The renewal application fee is non-refundable if an application is denied.

§ 114.10 Selection of Licensee

(A) *Compliance with Town Requirements*. A person submitting an application for a new license to operate a cable system shall provide all information set forth in Section 114.08 License Application Procedures or otherwise required by this chapter and all other information requested in the town's request for applications. Each new license application shall be responsive to the questions soliciting the information, and shall completely, accurately and materially supply all of the information so solicited. Any misrepresentation, failure, neglect or refusal to provide any of such information may, at the option of the town, render an application invalid. This requested information must be complete and verified as true by the applicant.

(B) *Property of Town*. All applications for new licenses received by the town from an applicant shall become the sole property of the town.

(C) *Referral to Manager*. Upon receipt of any application for license, the town manager shall prepare or cause to be prepared a report, including recommendations respecting such application,

to be presented to the town council at a public hearing on the application. The town will evaluate all applications submitted within one hundred eighty (180) days of receipt of the application.

(D) *Investigations*. The town may make such investigations as it deems necessary to determine the ability of the applicant for a new license to perform under the license, and the applicant shall furnish to the town all such information as the town may request.

(E) *Public Hearing*. Within one hundred eighty (180) days after receiving an application for a new license, a public hearing shall be held to consider the application and receive public comments.

(F) *Consideration*. In making any determination regarding the application for a license, the town may consider any and all factors relevant to interests of the community in cable television including, but not limited to, the quality of the cable services proposed, areas to be served, rates to subscriber, benefit to the town, experience, character, background, and financial responsibility of any applicant, and its management and owners, technical and performance quality of equipment, willingness and ability to meet construction and physical requirements, to meet all requirements set forth in this chapter, and to abide by all policy conditions, license limitations and requirements, and all other matters deemed pertinent by the town for satisfying the community needs and for safeguarding the interests of the town and the public.

(G) *Timeframes*. The determination shall be completed within the following maximum timeframes: (1) for cable operators with existing authority to access streets, after ninety (90) days; and (2) for persons that do not have authority to access streets, one hundred eighty (180) days. The times start on the date an applicant files an application or other writing including certain minimum information which is set forth in section 114.08 License Application Procedures and deemed complete by the town. The town and an applicant may agree, in writing, to extend the ninety- (90) or one hundred eighty- (180) day time period for negotiations. It may then be adopted at the date as permitted by this section. If the ninety (90)/one hundred eighty (180)-day time elapses without action by the town, the applicant is automatically granted an interim license based on the application submitted. Thereafter, the town and applicant may continue to negotiate the terms of a license in an attempt to reach a negotiated license. The ninety (90)/one hundred eighty (180)-day time may be tolled by the town if it has requested and not received information from the applicant.

(H) *Determination*. Following the public hearing, the council may direct staff to conduct further negotiations with an applicant, or set further public hearings. Within one hundred eighty (180) days following the first public hearing on an application for a new license, the council shall make one of the following determinations:

1. That such application is denied, which determination shall be final and conclusive; or

2. That such license is granted with the terms and conditions approved by council.

(I) *Approval or Denial Based on Public Record*. It is the intention of the town to approve or deny a new license solely on the basis of the public record.

(J) *Town Council Decisions Shall Be Final*. Any decision of the council approving or denying a new license shall be final.

§ 114.11 Term of License.

Unless otherwise provided in the license, the term of any license shall not exceed fifteen (15) years. A license may be renewed by the town pursuant to the procedure established in Section 114.13 Renewals and in accordance with the then-applicable law.

§ 114.12 Grant of Additional License and Competing Service.

Since competing or overlapping licenses may encourage the introduction of better cable services and quality at lower prices, the town will at all times attempt to accommodate additional entrants. At the same time it is recognized that the introduction of overlapping cable systems could have a potential adverse impact on the streets, and on the quality and availability of existing cable services to the public. Accordingly, the town shall issue a license in an area where another licensee is operating only following a public hearing to consider the potential impact which the grant of an additional license may have on the community and the streets. In considering whether to grant one or more additional licenses, the town shall specifically consider, and address in a written report, the following issues:

(1) Whether or not applicant has provided, at a minimum, information with its application as required by section 114.08 License Application Procedures, and application fee described in section114.09 License Application Fees;

(2) The legal, technical, and financial qualifications of applicant and agreement by a licensee to comply with such requirements of the town as may be determined by it to be applicable to a licensee in conformance with applicable law;

(3) Acceptance of a license and the terms therein;

(4) The capacity of the streets to accommodate one or more additional cable systems and the potential disruption of streets and private property that may occur if one or more additional licenses are granted; and

(5) Such other information as the town may deem appropriate to be considered prior to granting any competing or overlapping license.

§ 114.13 Renewals

Renewals will be processed and granted according to valid applicable law, as amended. The town and a licensee, by mutual consent, may enter into renewal negotiations at any time during the license term of a license agreement. Pursuant to applicable law, the town will review and evaluate the past performance of a licensee, including compliance with an existing license. The town will also consider review and determination of current and future community needs and the technical, financial, and legal capabilities of a licensee to meet the current and future cable service-related needs in a new license considering the reasonable cost to do so.

§ 114.14 Transfers and Assignments.

(A) A license shall not be sold, assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, without prior written consent of the town, which consent shall not be unreasonably withheld.

(B) The transfer of an existing license to an affiliate of licensee does not require prior approval of the town so long as (a) licensee provided written notice to town at least thirty (30) days prior to the transfer and has provided information sufficient for town to determine that the transfer is as described in (b) or (c) of this section and the proposed transfer will not cause any increased risks of nonperformance of the license or any loss to the town of its bargained for consideration in the license; (b) the transfer is to an entity controlling, controlled by, or under common control with licensee; or (c) a transfer is in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of licensee in the license or cable system in order to secure indebtedness. If town objects to the transfer, it shall notify licensee in writing within twenty (20) days of receipt of the written notice, in which case the transfer of control shall be stayed until town confirms in its discretion that it is as described in (b) or (c) above; otherwise, a transfer of control shall be deemed to occur when the legal or practical ability to exert actual working control over the affairs of the licensee transfers to a person other than the licensee, either directly or indirectly, whether by contractual agreement, majority ownership interest, any lesser ownership interest or in any other manner. Consent of the town shall not be required for a transfer in trust, mortgage, or other hypothecation in whole or in part to secure an indebtedness. The transferee must assume all obligations of the license and provide new insurance and performance bonds.

(C) Except for a transfer to an affiliate of licensee, no change, transfer, or acquisition of control of the licensee shall occur without prior written consent of the town, which consent shall not be unreasonably withheld. The licensee shall promptly notify the town of any actual or proposed change in, or transfer to, or acquisition by any other party of, control of the licensee. The word “control” as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised.

(D) A rebuttable presumption that transfer of control has occurred shall arise upon the acquisition or accumulation by any person or affiliated group (other than an affiliate of licensee) of more than twenty-five percent (25%) of the voting interest of the licensee or of the person exercising management authority over the licensee.

(E) Except in the case of an assignment of the license to an affiliate of licensee, upon written notification by the licensee to the town of a proposed assignment of the license, or transfer of control or ownership of the licensee company, the manager shall issue his written notice fixing and setting forth the day, hour and place certain when and where any persons having any interest therein may appear and be heard. The clerk shall cause such notice to be published in a newspaper of general circulation within the town. The clerk also shall cause a copy of such notice to be mailed to the licensee at least ten days prior to the date specified for the hearing. At the time set for such hearing, or at any adjournment thereof, the manager shall proceed to hear

the matter. Following the close of such hearing, the manager shall prepare and file with the council his report of the hearing, his findings, and an opinion containing his recommendations and the reasons therefor. If, after the expiration of ten days following receipt of the manager's report and opinion, the council shall find that the assignment of the license or transfer of control or ownership of the licensee company will not be detrimental or injurious to the best interests and welfare of the subscribers and users, and of the town, then the council by resolution shall consent to the assignment of the license or transfer of control or ownership of the licensee company. Such resolution shall thereupon become and shall be a part of any license granted under this chapter and affected thereby.

(F) The consent or approval of the council to any transfer of a license shall not constitute a waiver or release of the rights of the town in and to the streets, and any transfer shall, by its terms, be expressly subordinate to the terms and conditions of the license.

(G) Except in the case of an assignment of the license to an affiliate of licensee, each applicant for a transfer or assignment must furnish with its request a nonrefundable filing fee in the amount of two thousand five hundred dollars ($ 2,500) payable in cash, certified or cashier's check, wire transfer, or in any other manner acceptable to the manager made payable to the town. No application for a transfer or assignment of license shall be considered without receipt of said fee. The licensee shall be responsible for reimbursing the town's full reasonable costs in excess of the application fee in investigating the qualifications of the transferee under the Cable Act as part of acting on the licensee's request for a transfer or assignment of a license.

(H) The town shall act on any request for approval of a sale or transfer within one hundred twenty (120) days of the request if the request contains or is accompanied by the information required by the FCC and this chapter.

(I) In no event shall a transfer of ownership be approved without the successor-in-interest becoming a signatory to the license.

(J) As long as a grant, rent or lease does not amount to a transfer as defined in this section and is made in the ordinary course of business with prior notice to the town, a licensee in the normal course of providing cable services may grant, rent, or lease use of its cable system to other persons. Any such use shall be restricted to and consistent with (1) such uses as the licensee is authorized in this chapter and the license, (2) other telecommunications services which have received a license from town, or (3) other telecommunications services for which no license is required by the town. Any such use shall be in compliance with applicable federal and state law. Any such grants, lease or rent by the licensee shall not, however, thereby relieve its use of the streets and public ways, and any such grant, rent or lease shall require that such other person comply with the appropriate provisions of this chapter and the license as such use warrants. The grant, lease or rent shall expressly provide for the authority of the town under applicable law to regulate the use provided by the grant, lease or rent (including but not limited to the authority to protect the public welfare, safety and health) and to enforce compliance with any applicable standards established by this chapter or the license.be a privilege which is personal to the original grantee. It shall not be sold, transferred, leased, assigned or disposed of, in whole or in part, either by sale, merger, consolidation or otherwise, without prior consent of

the council expressed by resolution, and then only under such conditions as may therein be prescribed.

§ 114.15 Effect of Award of License

(A) *Ordinance Binding*. Upon award of license pursuant to this chapter, a licensee shall be bound by all the terms and conditions contained in this chapter.

B) *Incorporation by reference of application for a license.* A licensee shall provide all of the cable service specifically set forth in its application to provide cable services within the license area, and by its acceptance of the license, the licensee specifically agrees that its application is hereby incorporated by reference and made a part of the license. In the event of a conflict between the license and the application, the provisions of the license shall apply. Failure to provide services as promised in licensee's application or agreed to in its license may be deemed a breach of this chapter, to which the provisions of Section 114.51 Liquidated Damages shall apply.

§ 114.16 Payment of License Fee

(A) In consideration that the streets used by the licensee in the operation of its cable system within the town are valuable public properties acquired and maintained by the town at great expense to its taxpayers, and that the grant to the licensee for the use of said streets is a valuable property right without which the licensee would be required to invest substantial capital in right-of-way costs and acquisitions, and because the town will incur costs in regulating and administering the license, the licensee shall pay to the town a license fee in an amount no more than five percent of licensee's annual gross revenues.

(B) If licensee provides its subscriber a bundling discount if the subscriber purchases a bundle of cable service and non-cable services, then the price of cable service included in the bundle shall be allocated based on the licensee's standard, non-discounted rate. For example: if a subscriber's charges for a given month for cable service alone would be $40.00, for local telephone service alone would be $30.00, and for internet services alone would be $30.00, for a total of $100.00; and if the three services are then bundled and offered at a combined price of $80.00 (overall 20% discount), then the gross revenue from the cable service will be deemed to be $32.00 ($40.00, less 20% of $40.00). Licensee may allocate the discount differently over the services, so long as such allocation does not reduce the gross revenues from cable services below what it would be from the above calculation. Licensee shall not use bundled package offerings as a means of evading the payment of financial obligations that are based on cable service revenue.

(C) Should federal or state laws or regulations be amended in the future to allow the town to receive a greater fee than the fee set forth in subsection (A) of this section, then the town shall have the right to increase the fee to the extent specified in the license, or meet with licensee to modify the license.

(D) The payment of the license fee by the licensee to the town shall be made quarterly by delivery of the same to the manager on or before the twentieth day of the month following the

quarter end, and shall become delinquent if not paid before forty-five days after the end of the quarter. Payment shall be accompanied by a license fee payment worksheet provided by the town. If such payment is not made by the next to the last business day of the following month, the town shall impose interest at a rate of one and one-half percent (1.5%) per month commencing from the date payment should have been made, unless the payment is subject to a bona fide dispute, and continuing until the payment is made. Fractions of a month shall be considered to constitute a full month for the purpose of computing interest. In addition to interest which may be assessed under this subsection, if licensee fails to pay any license fee, licensee shall be subject to the following civil penalties:

1. A licensee who fails to pay the license fee or any portion thereof within the time prescribed shall pay a penalty of ten percent (10%) of the unpaid fee each month, unless the licensee shows that the failure is due to reasonable cause and not due to willful neglect.

2. A licensee who fails or refuses to pay a license fee or any portion thereof after notice and demand by the town shall pay a penalty of twenty-five percent (25%) of the unpaid fee, unless licensee shows that the failure is due to reasonable cause and not due to willful neglect.

3. If the cause of failure to pay the licensee fee or any portion thereof is determined by the town to be due to civil fraud or evasion of the license fee, the licensee shall pay a penalty of fifty percent (50%) of the amount of deficiency.

(E) The town shall have the right to inspect the licensee's cable service income records and the right to audit and to recompute any amounts determined to be payable under this chapter; provided, however, that such audit shall take place within thirty-six months following the close of each of the licensee's fiscal years. Any additional amount due to the town as a result of the audit shall be paid within thirty days following written notice to the licensee by the town, said notice shall include a copy of the audit report; provided, however, that licensee shall not be required to pay such deficiency until thirty days after completion of the administrative review process if licensee commences such process pursuant to Section 114.51(A)(3). If there is a deficiency in the payment of license fees to the town of ten percent or more, the town may assess the cost of the audit to the licensee. If town owes a refund to licensee or if licensee owes additional amounts to town, town and licensee shall agree upon a reasonable payment schedule with interest from the date of request until paid at the rate provided for hereunder.

(F) In compliance with applicable law, licensee shall not be required to pay any town right-of-way construction permit and development review fees which the town imposes under town code requirements on licensee's construction permit activities in or on the town streets for cable services and such fees shall be included in the license fee. If facilities constructed by licensee serve not only cable services but also internet service or telecommunications services, then licensee shall pay a proportionate cost of the permit fees attributable to those services for which an annual license fee is not being paid.

§ 114.17 Use of Telephone Company's Facilities

If a licensee uses a telephone company's cable system distribution channels furnished to the licensee pursuant to tariff or contract on file with a regulatory body having jurisdiction and licensee makes no use of the streets independent of such telephone company furnished facilities, licensee remains fully bound by the terms of its license and this chapter.

§114.18 Required Services and Facilities

(A) A licensee shall maintain the broad categories of video programming or other services set forth in its license. Where there has been a substantial failure to maintain the broad categories of video programming or other services as set forth in the license, the town may, following due notice and public hearing as provided in Sections 114.52 Administrative Hearing and 114.53 Hearing by Council, direct the licensee to comply with its obligations in this regard. Written notice of such hearing shall be provided to the licensee and to the public at least thirty (30) days prior to such hearing.

(B) A license may require a licensee to provide channel capacity to the town for educational and governmental programming on terms and conditions specified in the license.

(C) Licensee shall provide high definition television to its subscribers as such broadcasting becomes available from the broadcasting stations on the channels, consistent with and as required by the regulations of the FCC.

§ 114.19 Subscriber Services; Rates

(A) *Initial Rates.* A licensee shall establish and notify the town of initial rates for its cable services prior to commencement of services. All rates established shall be reasonable, just, and fair to the public.

(B) *Authority to Regulate Rates*. To the extent permitted, the town may regulate the rates for cable service in accordance with federal and state law.

(C) *Notice of Rates*. Notice of rates shall be given in accordance with Section 114.41 Subscriber and Town Notification.

(D) Any rate established shall be reasonable, just and fair to the public, and shall provide the grantee a return upon its investment reasonably sufficient to:

(1) Assure confidence in grantee's financial soundness;

(2) Support its credit and attract necessary capital under efficient and economical management; and

(3) Provide a return to equity owners commensurate with current returns on investment in other enterprises having corresponding risks.

(E) No rate established shall afford any undue preference or advantage among subscribers, but separate rates may be established for separate classes of subscribers and rates may reflect the populated areas where there are less than 50 residences per strand mile or trunk line cable to be installed.

(F) Changes in established rates may be made by grantee by notification to the Council, with the changes to be supported by financial data showing a change to be necessary in accordance with division (B) above.

§ 114.20 Government Access Channel

Unless otherwise provided in the license, licensee shall provide channel capacity for a minimum of one government access channel dedicated for town use. The management and operation of the government access channel shall be the responsibility of the town.

§ 114.21 Educational Access Channels

Unless otherwise provided in the license, licensee shall provide channel capacity for a minimum of one educational access channel dedicated for use by all schools in the town (as defined in this chapter), Arizona State University, Northern Arizona University, and the Yavapai County Community College. The management and operation of the educational access channels shall be the responsibility of the town.

§ 114.22 General Provisions Concerning Access

(A) The provisions of this section shall apply to all access channels.

(B) Technical Design of Access Channels and Responsibilities.

(1) In general, the town or its designees (other than licensee) is responsible for:

a. Delivering channel signals to the licensee at origination points and processing the signals so that they can be carried on the cable system; and receiving signals from licensees at all connection points to public buildings and origination points;

b. Controlling the routing of signals from the origination points to the appropriate channels; and

c. Providing and maintaining the studios and equipment used to produce programming.

(2) In general, licensee is responsible for transmitting access channel signals from the origination point and/or other cities/origination points for access programming to all connection points to public buildings and origination points identified in the license, and to subscribers without material degradation, and maintaining all the facilities required to do so.

(C) The licensee shall not take any actions that would discourage or prevent maximum utilization of all access channels provided, and shall cooperate with the town and managers of access channels to ensure that subscribers are aware of the channels, can access them easily, and, to the extent that a licensee (or some entity acting on a licensee's behalf) is involved in publishing licensee's channel schedules, that the access channels are similarly published.

(D) *Public Building Connections*. Upon request of the town and consistent with the joint trench requirements of subsection (E) of this section, licensee shall provide, without charge, at a minimum, one activated standard drop to all of the following present and future public buildings, as designated by the town from time to time:

(1) Town fire stations and police stations;

(2) All public libraries, including branches;

(3) Town Hall, community center, recreation facilities, senior center, public works building and such other facilities used for municipal purposes as may be designated in the license;

(4) Other locations as set forth in a license agreement.

If provided in the license, the licensee shall provide basic service free of charge to those facilities specified above. A license may further specify the particular conditions under which the connections will be provided.

(E) *Joint Trench Requirements*. The town shall notify licensee in writing at least thirty (30) days prior to opening trenches for use by utilities to serve public buildings. If such notice is given and subject to the construction or rebuild schedule and line extension policy, licensee shall install cable facilities in order to provide the connection to the public building without charge for trenching. If no notice is given, the town shall pay the reasonable cost of such trenching.

(F) *Access Channel Assignments*. To the extent that it is legally, economically and technically feasible, licensee will employ reasonable efforts to use the same channel numbers for the educational and governmental access channels as are used by another cable licensee, if any, with the greatest number of subscribers in the town.

(G) *Access Interconnections*.

(1) Subject to the limitations of applicable federal and state law, licensee shall interconnect access channels with any or all other cable systems in the town or in other nearby municipalities, owned by licensee or an affiliate or other cable operator as provided in the license, at no cost to the town or the other municipality.

(2) The town or its designated access provider shall have the right to control and schedule the operation of all interconnected access channels. In addition, the town shall

have the right to use, at its sole discretion and at no cost to the town, any access channels to be provided under a license agreement for access interconnection.

(3) Licensee shall take all necessary technical steps to ensure that technically adequate signal quality and routing/switching systems are initially and continuously provided for all access interconnections between local jurisdictions. The cost for any equipment, operation or maintenance dedicated to such access interconnections shall be shared on pro rata basis or as mutually agreed upon among all participating jurisdictions, and paid to licensee.

(4) A licensee may be granted reasonable extensions of time to interconnect or the town may rescind its order to interconnect upon petition by the licensee to the town. The town shall grant said request, if it finds that a licensee negotiated in good faith and failed to obtain an approval from another cable system(s), governmental entity or educational institution for the proposed interconnection.

(H) *Access Channel Capital Costs*. The licensee voluntarily provides grants, funding, training, services, or any other kind of support reasonably necessary to meet the community needs of the town for the access channels, the value of which shall be offset against the license fee in the manner provided for by state law. If state law is amended to allow the town to require contribution of costs, the parties shall negotiate in good faith for amendment of this license, and licensee shall, to the extent consistent with federal law, make capital expenditures in support of access channels and related facilities and equipment as provided in the license. If there is more than one licensee providing cable service in the town, the town will use its best efforts to assure that the licensee's capital expenditures for access channels, facilities and equipment are reasonably equivalent as provided in the license. To the extent licensee's rates for cable services are subject to regulation, and to the extent consistent with applicable law, licensee shall have the right to treat such capital expenditures as external costs in support of access channels in setting regulated rates for cable services.

(I) *Access Channels on Basic Service Tier*. All access channels provided to subscribers shall be included, without limitation, on all basic tiers, including digital basic.

(J) *Change in Technology*. In the event a licensee makes any change in the cable system and related equipment and facilities or in licensee's signal delivery technology, licensee shall ensure that town analog signals are converted by licensee and the signal quality or transmission of access services or programming remains substantially the same.

(K) *Technical Quality*. Licensee shall maintain all access channels and interconnections at the same level of technical quality and reliability required by this chapter and any license agreement and all other applicable laws, rules and regulations for residential subscriber channels subject to the technical quality or reliability of the signal received from the source. Licensee shall provide routine maintenance and shall repair and replace all transmission equipment including channel modulators, associated cable and equipment, required to carry signal quality to and from licensee's facilities for the access channels; provided, however, licensee shall have no

duty to provide, maintain, repair or replace equipment for which the town is responsible under subsection (B)(1) of this section.

(L) *Access Cooperation*. The town and licensee may agree to designate any other jurisdiction which has entered into an agreement with the licensee or an affiliate of the licensee to receive any access benefit due the town hereunder, or to share in the use of access services, facilities, equipment or channel operations hereunder. The purpose of this subsection shall be to allow cooperation in the use of access channels, facilities and equipment.

(M) *Indemnification by Access Programming Producers and Users*. All local producers and users of any of the access facilities or channels shall agree in writing to hold harmless the licensee, the town, and any responsible educational institution, from any and all liability or other injury (including the reasonable cost of defending claims or litigations) arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the licensee, town, or responsible educational institution; and for any other injury or damage in law or equity, which claims result from the use of an access facility or channel.

§ 114.23 Time is of the Essence

For any license or contract entered into pursuant to this chapter, time shall be deemed of the essence and any failure of the licensee to perform within the time allotted, or within a reasonable time if a period is not specified, shall be sufficient grounds for the town to invoke liquidated damages or revocation of a license in accordance with sections 114.50 Construction Bonds and 114.53 Hearings by Council.

§ 114.24 Acceptance and Effective Date of License

(A) No license granted pursuant to the provisions of this chapter shall become effective unless and until all insurance, letter of credit and bond requirements are met, all of such provisions being hereby declared to be conditions precedent to the effectiveness of any such license granted hereunder. If any of such provisions are not done and completed in the time and manner required, the license shall be null and void.

(B) Within twenty days after the date of awarding any license, or within such extended period of time as the council in its discretion may authorize, the licensee shall file with the clerk its written acceptance of the license, in a form satisfactory to the town attorney, together with the construction bond and insurance policies required by this chapter, and its agreement to be bound by and to comply with and to do everything which is required of the licensee by the provisions of this chapter and the applicable license. Such acceptance shall be acknowledged by the licensee before a notary public, and shall, in form and content, be satisfactory to and approved by the town attorney.

§ 114.25 Permits, Installations and Service

Within one hundred eighty days after acceptance of any license, the licensee shall proceed with due diligence to apply for necessary permits and authorizations which are required in the conduct of its business, including, but not limited to, any utility joint use attachment agreements, microwave carrier licenses, and any other permits, licenses and authorizations to be granted by duly constituted regulatory agencies having jurisdiction over the operation of cable systems, or their associated microwave transmission facilities.

§ 114.26 Cable System Construction Map and Schedule

(A) Within one hundred eighty days after acceptance of any license, licensee shall submit a specific construction plan or reconstruction plan, as applicable, which shall be incorporated as an exhibit in the license. The plan shall include an overall plant mileage schedule of any construction or reconstruction effort and a time schedule of said work and system design criteria. The plan shall be updated on each five year anniversary of issuance of the license.

(B) Within ninety days after obtaining necessary permits, licenses, and authorizations, licensee shall commence construction and installation of the cable system or any reconstruction of the cable system.

(1) Licensee shall comply with the time schedule for construction required in subsection (A) of this section; provided, however, the town issues permits in a timely manner.

(2) Installation and operation of the new or any rebuilt cable system by licensee shall proceed on a nondiscriminatory basis, without regard for subscriber affluence or other discriminatory factors.

(3) Immediately following commencement of construction and installation of the cable system under a license, licensee shall diligently proceed to deliver cable services, as described in the license.

(C) Failure on the part of the licensee to commence and diligently pursue each of the foregoing requirements and to complete each of the matters set forth herein shall be grounds for liquidated damages and/or termination of such license pursuant to section 114.50 Construction Bonds and 114.53 Hearings by Council; provided, however, that the council in its discretion may extend the time for the commencement and completion of construction and installation for additional periods if any of the conditions set forth in section 114.59 Force Majeure exist.

(D) A license may contain alternative provisions that further the purposes of this article to provide cable services in the town.

§ 114.27 Line Extension

(A) *Residential Service*. After completion of construction in an area pursuant to a construction schedule, a licensee shall make cable services available to dwelling units within the town and shall extend its cable system as follows:

(1) Each unit in a multiple dwelling unit (MDU) shall be counted as a dwelling unit in determining residential density where a mutually acceptable agreement granting licensee reasonable access to the MDU has been executed by the owner of the property and delivered to the licensee. Licensee shall not be required to make service available to residents of a MDU where the owner of the property has not granted licensee such reasonable access to the property.

(2) When requested by a resident in the town, licensee shall, at licensee's sole expense, extend the cable system to any single-family residence or dwelling within the town; provided, that the residence or dwelling is located within two hundred twenty-five feet of the nearest technically feasible point of connection on the cable system. Such extension(s) shall include cutting in one or more taps and extending cable as necessary.

(3) A license may provide for different line extension requirements from that required in subsection (A)(2) of this section so long as such requirements are not less restrictive and provide similar benefits.

(4) To prevent unnecessary disruption and damage to streets, rights-of-way, and other property, the installation of underground cable shall be accomplished in new subdivisions that meet the requirements of subsection (A)(2) of this section at the same time, and in the same trench, as other communications, electric and other permanent services to structures, unless to do so would be economically infeasible. Except as federal law may grant them other rights, developers of new residential buildings or mobile homes within a new or undeveloped subdivision, new residential units within new multiple-occupancy residential developments, and new commercial and industrial buildings and structures shall treat cable television facilities as they treat other communication facilities, utilities and other underground facilities, in regards to availability and cost of trenching for undergroundings.

(5) A license may provide for different line extension requirements from that required in subsection (A)(4).

(6) Absent a showing by licensee to the manager of circumstances beyond licensee's reasonable control, an extension of service pursuant to subsections (A)(2) of this section or this subsection shall be accomplished within one hundred twenty days of the developer's or resident's request.

(7) Licensee shall not be required to install the cable system or conduit in the joint trench of a new subdivision or to provide cable service to residents of the subdivision when the developer or homeowner's association of the subdivision has entered into an agreement in which another party has agreed to provide cable television or other comparable video services to all residents of the subdivision and in which the subscribers' fees for such services are paid to the provider from collection of homeowner's association fees. However, upon termination of such agreement, the line extension required by this section shall apply.

(B) *Commercial Service.* After completion of construction in an area pursuant to a construction schedule, a licensee shall make cable services available to commercial establishments as follows, except licensee shall not be required to make service available to commercial establishments where the owner of the property has not granted licensee reasonable access to the property:

(1) When requested by the owner of a commercial establishment; provided, that no plant extension and nothing more than a standard drop is required to make cable services available; or provided, that the building is located within two hundred twenty five feet of the nearest technically feasible point of connection on the cable system.

(2) Absent a showing by licensee to the manager of unusual circumstances, including without limitation street crossings, an extension of service shall be accomplished within one hundred twenty days of owner's execution of any necessary easement documents and capital contribution agreements.

(3) A license may provide for different line extension requirements from that required in subsections (B)(1) and (2).

(C) *Service Drops.*

(1) Licensee shall make service available to any single-family residence or any commercial establishment within the town at applicable standard connection charge if the connection requires a standard drop.

(2) If making service available requires more than a standard drop, licensee shall not be required to make such service available unless the person requesting service pays to licensee (a) the standard connection charge and (b) an amount equal to the reasonable actual labor and material costs incurred by licensee for the additional facilities and work.

(3) Licensee may offer bulk billing service, but shall not require a bulk billing agreement as a condition of providing service.

(4) Absent a showing by licensee to the manager of unusual circumstances, including without limitation street crossings, (a) any standard drop to a single-family residence or dwelling shall be accomplished within seven business days after an order has been placed, and (b) any drop that is not a standard drop shall be accomplished within a reasonable time under the circumstances. Line extensions shall be done as provided in subsection (A) of this section.

(5) Absent a showing by licensee to the manager of unusual circumstances, including without limitation street crossings, (a) any standard drop to a commercial establishment shall be accomplished within ten days after the owner of such commercial establishment executes any necessary easement documents and capital contribution agreements, and (b) any commercial drop that is not a standard drop shall be accomplished within a reasonable time under the circumstances.

(D) If a licensee elects to extend cable service to a customer in a licensed area which does not meet the standard drop requirements of this section, the licensee shall not refuse to extend service to any other customer in the same area solely on the grounds that service to the first customer did not meet the standard drop requirements.

(E) The line extension requirements set forth in this section shall not apply to any area covered by a construction phase described in the construction schedule until the construction phase for that area has been completed.

(F) *Discrimination Prohibited*. No person, firm or corporation in the existing cable service area of the licensee shall be arbitrarily refused cable services; provided, however, that the licensee shall not be required to provide cable services to any subscriber who does not pay the applicable line extension connection fee and/or cable service charge(s).

(G) *Annexed Territory*. Newly annexed territory shall be subject to the terms of this chapter and this section.

§ 114.28 Placement of Transmission Facilities

Except as provided in the license, facilities shall be placed in accordance with Chapter 150 of the Chino Valley Town code.

§ 114.29 Construction and Technical Standards

(A) *Compliance with Construction and Technical Standards*.

(1) As provided in the license, licensee shall construct, install, operate and maintain its system in a manner and at all times consistent with (a) all laws, this chapter, construction standards of the town, the Federal Communications Commission (FCC) Rules and Regulations, Part 76 Subpart K (Technical Standards), as amended from time to time, and (b) detailed standards submitted by licensee as part of its application, which standards are to be incorporated by reference in a license.

(2) When there have been multiple, similar complaints by subscribers, or when there exists other evidence which suggests that licensee is not in substantial compliance with the technical standards, or the cable system is not operating in accordance with this chapter or the license, the manager shall have the right and authority to compel licensee to test, analyze and report on the performance of the cable system under the supervision of the manager. Such report shall be delivered to the manager no later than thirty days after the manager requests such test(s) in writing and shall include the following information: the nature of the complaints that precipitated the test(s), which cable system component(s) was/were tested, the equipment used and procedure(s) employed in such testing, the result(s) of such test(s) and the manner in which such complaints were resolved. If such report indicates licensee is in partial compliance with the technical standards, but there exists evidence suggesting that licensee is nonetheless not in substantial compliance, the manager may require that the test(s) be repeated within thirty days of the delivery of such report, under the supervision of a professional engineer not on the permanent staff of licensee. Such engineer shall sign all records of such repeated

test(s) and shall forward to the manager (a) such records, (b) a report interpreting the results, and (c) recommended corrective actions, if any. The fees of such engineer shall be paid by (a) licensee, if the repeated test(s) show(s) licensee is not in substantial compliance with the technical standards of this chapter, or (b) the town, if the repeated test(s) show(s) licensee is in substantial compliance with said standards.

(B) *Additional Specifications*. Construction, installation and maintenance of a cable system shall be performed in an orderly and professional manner. All cables and wires shall be installed, where possible, parallel with and in a manner similar to the installation of electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. Underground installations shall be in conformance with all applicable codes. Each cable system shall include equipment capable of providing standby power as specified in the license. The equipment shall be so constructed as to automatically revert to the standby mode when the electrical utility power returns. The system shall incorporate safeguards necessary to prevent injury to technicians resulting from licensee's standby power sources. Licensee shall at all times comply with applicable sections of:

(1) National Electrical Safety Code (ANSI)C2;

(2) National Electrical Code (National Bureau of Fire Underwriters);

(3) The International Building Code as may be adopted and amended by the town, together with applicable portions of all other uniform codes, as may be adopted and amended by the town, promulgated by the International Conference of Building Officials;

(4) Town zoning code and subdivision regulations, all as from time to time amended and revised, and all other applicable rules and regulations now in effect or hereinafter adopted by the town;

(5) The Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction including the latest town supplement thereto.

(C) *Emergency Service*. The licensee shall design and construct the system to provide for a restricted audio override of the audio portion of all channels during emergencies consistent with FCC regulations. Emergency or standby power sources will be installed at the main electronic control center and appropriate locations so as to minimize loss of signal. Key cable routings shall also be equipped with a standby power source as set forth in the license. In case of any declared emergency or disaster, consistent with FCC regulations, the cable system shall, upon request of the mayor or manager, make available immediately its facilities to the town for emergency use during the emergency or disaster period. A "declared emergency or disaster" as used in this section means such event that has been proclaimed by the mayor, the governor, or other competent authority. In any event, the cable system shall not endanger or interfere with the safety of persons or property in the license area or other areas where the licensee may have equipment located.

§ 114.30 Utility Locating System

A licensee shall be required to be a participant in the regional one call utility locating system (Blue Stake). Licensee shall accurately identify its facilities in accordance with the requirements of the one call utility locating system (blue stake), and the town shall not be liable for any damages to a licensee's facilities that have not been accurately identified. Licensee shall use paint that dissolves within three weeks. In the event licensee's utility markings paint remains visible after three weeks, licensee shall remove such markings. If licensee fails to remove such markings after notice and a reasonable time for cure, the town may cause the markings to be removed and invoice the licensee for the removal costs, which costs shall be promptly paid.

§ 114.31 Resident Notification of Construction Activity Required

Licensee shall provide reasonable advance notice to all affected residents prior to system construction or upgrade crews entering the right-of-way or easement in front of or on their property; provided, that licensee shall not be required to provide such notice in emergencies.

§ 114.32 Location of Property of Licensee

(A) Any poles, wires, cable lines, conduits or other properties of a licensee to be constructed or installed in streets shall be so constructed or installed only at such locations and in such manner as shall be approved by the public works director acting in the exercise of his reasonable discretion consistent with the town's regulations. The director's decision shall accommodate reasonable technical requirements of the facilities.

(B) Except as permitted by the town, a licensee shall not install or erect any facility or apparatus in or on any privately owned area within the town which is intended to become a public street, whether or not designated or delineated as a proposed public street on any preliminary subdivision approved by the town.

(B) Notwithstanding any other provision in this chapter or any license granted pursuant thereto, all cable system lines of a licensee in any public street, shall be located underground in accordance with Town Code Section 150.081 and at such depths and locations as shall be approved by the public works director. This requirement shall not apply to existing above-ground facilities.

(C) Except as provided in the license, upon the undergrounding of other utility lines or shared overhead facilities, licensee shall concurrently (or earlier) place its facilities underground, at its own expense, at depths and locations approved by the public works director.

(D) All new underground wires or cable of licensee placed after the effective date of the ordinance codified in this chapter shall be placed in conduits except for service drop lines.

(E) The licensee or its authorized contractors will obtain permits, prior to any physical work being performed in the town's rights-of-way or on town-owned property. All work will be done in accordance with the town's technical and permitting specifications and in accordance with the Chino Valley Town Code.

§ 114.33 Emergency Work

The town reserves the right to move any portion of the licensee's equipment and facilities as may be required in any emergency as determined by the town without liability for interruption of cable service. Prior to taking any actions pursuant to this section, the town shall provide, if feasible, reasonable notice to licensee of the emergency to allow licensee the opportunity to protect or repair licensee's facilities involved in the emergency.

§ 114.34 Removal and Abandonment of Property of Licensee

The following provisions shall not apply to facilities used in the provision of services other than cable services as to which no cable license is required:

(A) If the use of substantial part of the cable system is discontinued for any reason for a continuous period of twelve months, or if such cable system or property has been installed in any street or public place without complying with the requirements of the licensee's license or this chapter, or the license has been terminated, canceled or has expired without renewal, the licensee shall promptly, upon being given ten days' written notice from the public works director, remove from the streets or public places all such property and poles of such cable system other than any underground cable or any other underground property which the manager may permit to be abandoned in place. Upon such removal, the licensee shall promptly restore the street or other area from which such property has been removed to a condition satisfactory to the manager.

(B) Any property of the licensee remaining in place one hundred eighty days after the termination or expiration of the license shall be at the option of the town considered permanently abandoned. The town may extend such time.

(C) Any property of the licensee permitted to be abandoned in place shall be abandoned in such a manner as the public works director shall prescribe. Upon permanent abandonment of the property of the licensee in place, the property shall become that of the town, and the licensee shall submit to the town an instrument in writing, to be approved by the town attorney, transferring to the town the ownership of such property.

(D) At the town's discretion, any property of the licensee not permitted by the town to be abandoned in place may be removed by the town at licensee's expense.

§ 114.35 Temporary Removal of Wire for Building Improvements

The licensee, on the request of any person, firm or corporation holding a building moving permit issued by the town, shall temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid to the licensee by the person, firm or corporation requesting the same, and the licensee shall have the authority to require such payment in advance. The licensee shall be given not less than ten days' advance notice to arrange for such temporary wire changes.

§ 114.36 Changes Required by Public Improvements

The licensee shall from time to time, at its own expense, protect, support, temporarily dislocate, temporarily or permanently, as may be required, remove or relocate, without expense to the town any facilities installed, used or maintained under the license, if and when made necessary by any

lawful change of grade, alignment, or width of any street by the town, or made necessary by any other public improvement or alteration in, under, on, upon or about any street, when such public improvement or alteration is at the instance of the town, when such improvement or alteration is for a governmental or proprietary function, or made necessary by traffic conditions, public safety, street vacation or any other public project or purpose of the town, and when the licensee has substantially the same obligations with respect to the cost thereof as all other users of the public rights-of-way.

§ 114.37 Methods and Materials of Street Construction

The town shall have the right to specify the methods and materials of street construction or reconstruction, together with the horizontal and vertical location of any underground facility proposed by licensee within any public property or right-of-way. The town shall also have the right to limit the work of the licensee to assure a minimum of inconvenience to the traveling public and to impose traffic control requirements, as specified in the town's subdivision regulations and Town Code. Licensee will be required to obtain permits from the town, allowing licensee to work in the public rights-of-way pursuant to chapter 150 of the Chino Valley Town Code.

§ 114.38 Failure to Perform Street Work

If a licensee causes damage to pavement, sidewalks, driveways, landscaping or other property, the licensee or the authorized agent shall, at its own expense and in a manner approved by the town, replace and restore such places in accordance with the Chino Valley Town Code and Unified Development Ordinance.

§ 114.39 Telephone Communications Service

A licensee shall provide efficient customer service to subscribers over the telephone and, at a minimum, meet the standards set forth below:

(A) Licensee shall have a publicly listed, local or toll-free telephone number, for the purpose of receiving inquiries regarding new service or terminating service, disconnection or reconnection of service during or after vacation, handling converters, paying bills, receiving complaints, scheduling service calls or repairs, making changes in type of programming, and providing information to subscribers on a twenty-four hours a day, seven days a week basis.

(B) Trained licensee representatives will be available to respond to subscriber telephone inquiries twenty-four hours a day, seven days a week.

(C) Under normal operating conditions, the time taken for a live licensee representative to answer the telephone and speak directly with a subscriber, including wait time, shall not exceed thirty seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty seconds. These standards shall be met no less than ninety percent of the time under normal operating conditions, measured on a quarterly basis. No caller should be left on hold more than sixty seconds without being informed of the status of the call.

(D) Under normal operating conditions, the subscribers will receive a busy signal less than three percent of the time.

(E) Licensee shall provide reasonable methodology to measure compliance with the telephone answering standards.

§ 114.40 Subscriber Service Standards

(A) Each licensee shall at all times meet or exceed Federal Customer Service Standards and the subscriber service standards for subscribers set forth in this chapter and in its license. If there is a conflict among standards, the stricter standard shall prevail, unless preempted by federal law.

(B) Upon termination of cable services to any subscriber, a licensee shall promptly remove its converter equipment from the premises of such subscriber upon the subscriber's request.

(C) Licensee shall render efficient cable services, make repairs promptly, and interrupt cable services only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall occur during periods of minimum cable system use.

(D) Licensee shall not knowingly allow its cable or other operations to interfere with television reception of persons not serviced by licensee, nor shall the cable system interfere with, obstruct or hinder in any manner the operation of the various utilities serving the residents of the town.

(E) A licensee shall continue, through the term of the license, to maintain the technical, operational, and maintenance standards and quality of cable service set forth in this chapter and as specified in the license.

(F) Under normal operating conditions, each of the following four standards for subscribers will be met no less than ninety-five percent of the time measured on a quarterly basis:

(1) Standard drops will be installed within ten business days after an order has been placed.

(2) Except for conditions beyond the control of the licensee, the licensee must take actions to correct its service problems the next business day after notification of the service problem and will begin working on service interruptions promptly and in no event later than twenty-four hours after the interruption becomes known.

(3) The "appointment window" for installations, service calls, and other installation activities will be either a specific time or, at a maximum, a four-hour time block during normal business hours. (The licensee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the subscriber.)

(4) If a licensee representative is running late for an appointment with a subscriber and will not be able to keep the appointment as scheduled, the licensee will attempt to

contact the subscriber. The appointment will be rescheduled, as necessary, at a time convenient for the subscriber.

(G) Licensee shall respond immediately to any outage. It shall be deemed a violation if licensee exceeds a four-hour average response time to outages during any consecutive three-month period.

(H) Licensee shall respond and resolve all complaints within a reasonable time.

§ 114.41 Subscriber and Town Notification

(A) The licensee shall provide written information in easy-to-understand language on each of the following areas prior to or at the time of installation of service, at least annually to all subscribers and the town, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Information on a parental control feature that will permit a subscriber to lock out any objectionable programming from the cable services entering his or her home;

(6) Channel positions of programming carried on the system; and

(7) Billing and complaint procedures, including the address and telephone number of the local business office and of the town's designated office for handling cable television matters.

(B) Subscribers and the town will be notified of any changes in rates, programming, services or channel positions as soon as possible in writing. Notice shall be given to the town and subscribers a minimum of thirty days in advance of such changes if the change is within the control of the licensee, unless the town concurs that notice is not necessary. In addition, the licensee shall notify the town and subscribers thirty days in advance of any significant changes in the other information required by subsection (A) of this section.

§ 114.42 Billing Practices; Information and Procedures

(A) Bills to subscribers will be clear, concise and understandable. Bills to subscribers shall be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills to subscribers shall clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) Licensee shall bill all subscribers to its cable system in a uniform manner, regardless of subscriber's level of service. A licensee may offer bulk billing service, but shall not require bulk billing service as a condition of providing service. In no case shall any subscriber be billed for services in excess of thirty days prior to receipt of such service. Payment shall be due no sooner than the fifteenth day of each billing period, and the due date shall be listed on each bill. Bills shall be mailed no later than the first day of the billing period. No late fee shall be charged until seven days after the current due date of the current billing cycle.

(C) In case of a billing dispute, the licensee must respond to a written complaint from a subscriber within thirty days. The licensee shall follow a written internal appeal or dispute resolution procedure for resolution of billing disputes. A current copy of the procedures shall be provided to the town clerk and shall be kept on file in the town clerk's office.

(D) Any subscriber shall be entitled, upon request, oral or written, to licensee, to a refund equal to one day's service for each subscriber's service interruption: (1) for each continuous twenty-four-hour period or (2) a period of two or more hours of any four days within a monthly billing period.

(E) Refunds and credits shall be issued promptly, as follows:

(1) Payment deposits shall be refunded after twelve months of satisfactory customer payments.

(2) Billing refunds and credits shall be issued no later than the next billing cycle following correction of the error or thirty days following the determination that a refund or credit is warranted, whichever is earlier.

(3) Equipment deposits shall be refunded within seven days after the equipment supplied by licensee is returned to the licensee.

(4) Service credits will be issued no later than the subscriber's next billing cycle following the determination that a credit is warranted.

§ 114.43 Subscriber Solicitation Procedures

(A) All personnel, agents and representatives of the licensee, including subcontractors, shall wear a cable uniform or clearly display a photo-identification badge when acting on behalf of the licensee in the town.

(B) The licensee shall afford each subscriber of the cable system with a three-day right of rescission for ordering installation of cable service from the cable system; provided, that such right of rescission shall end upon initiation of physical installation of cable system equipment on such subscriber's premises.

§ 114.44 Disconnection and Termination of Cable Services

Licensee shall only disconnect or terminate a subscriber's cable service for good and just cause. In no event shall licensee disconnect said cable service for nonpayment without the prior written

notification to the affected subscriber at least seven days prior to such disconnection or termination. In no event shall such disconnection or termination for nonpayment occur in less than thirty days after a subscriber's failure to pay a bill due. Where the licensee has improperly discontinued cable system service to any such subscriber, it shall provide free reconnection to the cable system to such subscriber.

§ 114.45 Protection of Subscriber Privacy

(A) Licensee shall at all times comply with the Cable Act provisions related to protection of subscriber privacy as set forth in 47 U.S.C. Section 551 as may be amended from time to time.

(B) A subscriber shall be provided, free of charge, access to all personally identifiable information regarding that subscriber which is collected and maintained by a licensee. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by licensee. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

(C) Nothing in this chapter shall be construed to prohibit the town from enacting or enforcing additional laws consistent with this section for the protection of subscriber privacy.

§ 114.46 Reports

(A) *Annual Reports*. Within ninety days after the close of the licensee's fiscal year, the licensee upon request of the town shall submit a written annual report, in a form approved by the town including, but not limited to, the following information:

(1) A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities in development of the cable system including, but not limited to, services begun or discontinued during the reporting year, and the number of subscribers for each class of service.

(2) A summary of cable system revenues subject to the license fee provided for under Section 114.16 Payment of License Fee.

(3) Full financial statements for the previous year, including income statement, balance sheet, cash flow statement, and appropriate explanatory footnotes, for the licensee or any parent company. Financial statements for the licensee or any parent company shall be audited by an independent CPA, and all other statements shall be certified by an officer of the licensee to be an accurate reflection of licensee's books and records. In the event any audited financial report has not been published by the date due under this article, then the audited financial report shall be deemed presented on time if presented within thirty days after publication. Upon request by the town, the licensee shall also provide an oral briefing to the town manager of its financial condition. This will include revenues, operating expenses and capital expenditures for the previous year.

(B) *Optional Reports*. Upon request of the town, licensee shall provide within a reasonable time, any of the following reports:

(1) A current statement of costs of construction of the cable system, if needed in connection with rate regulation.

(2) A projected income statement and statement of projected costs of construction of the cable system for the next two years, in connection with rate regulation. To protect the proprietary nature of such information, the town may review these reports at the local business office of the licensee.

(3) A list of the licensee's officers, members of its board of directors, and other principals of the licensee.

(4) A list of stockholders or other equity investors holding five percent or more of the voting interest in the licensee and its parent, subsidiary and affiliated corporations and other entities, if any.

(5) Licensee's annual and other periodic public reports and those of its parent, subsidiary and affiliated corporations and other entities, as is reasonably appropriate.

(6) Information or reports, as needed, to establish licensee's compliance with the various standards and other provisions of this chapter and the license.

(C) *Copies of Federal and State Reports*. Upon request of the town, licensee shall submit to the town copies of all pleadings, applications, reports, communications and documents of any kind, submitted by the licensee to the Federal Communications Commission, as well as copies of all decisions, correspondence and actions by any federal, state and local courts, regulatory agencies and other government bodies relating to its cable television operations within the license area. The licensee shall submit such documents to the town simultaneously with its submission to such courts, agencies and bodies; and within five days after their receipt from such courts, agencies and bodies. The licensee hereby waives any right to claim confidential, privileged or proprietary rights to such documents unless such confidential rights are determined to be confidential by law or by the practices of federal or state agencies. Such confidential data exempt from public disclosure shall be retained in confidence by the town and its authorized agents and shall not be made available for public inspection.

(D) *Service Complaint Reports*. Licensee shall make a monthly report to the town identifying the general nature and number of all service complaints, and summarizing the timeliness of licensee's response and the disposition of such complaints in a form approved by the town. Licensee is free to provide any supplemental information it wishes to the town.

(E) *Inspection of Facilities.* The licensee shall allow the town to make inspections of any of the licensee's facilities and equipment at any time upon reasonable notice, or, in case of emergency, upon demand without prior notice, to allow the town to verify the accuracy of any submitted report.

(F) *Inspection of Business Office and Files*. At the licensee's area office the licensee shall keep complete books and records. Subject to confidentiality restrictions required by federal or state law or Section 114.45 Protection of Subscriber Privacy, the town shall have the right to inspect at any time during normal business hours all books, records, construction maps and

plans, income tax returns, financial statements, service complaint logs, performance test results and other like materials of the licensee which relate to the operation of the cable system. Upon request of the town, licensee shall in advance redact any confidential information prior to review by the town.

(G) *Public Inspection.* All reports submitted by licensee to the town are subject to public disclosure, and shall be available for public inspection at a designated town office during normal business hours.

(H) *Failure to Report.* The refusal, failure, or neglect of the licensee to file any of the reports required, or provide such other reports as the town reasonably may request, shall be deemed a breach of the license, and shall subject the licensee to all remedies, legal or equitable, available to the town under the license or otherwise.

(I) *False Statements.* Any materially false or misleading statement or representation made knowingly by the licensee in any report required under the license shall be deemed a material breach of the license and shall subject the licensee to all remedies, legal or equitable, available to the town under the license or otherwise.

(J) *Cost of Reports*. All reports and records of licensee required to be provided by licensee under this or any other article shall be furnished at the sole expense of the licensee.

§ 114.47 Inspection of Property and Records

(A) At all reasonable times, the licensee shall permit any duly authorized representative of the town to examine all property of the licensee, together with any appurtenant property of the licensee situated within or without the town, and to examine and transcribe any and all maps and other records kept or maintained by the licensee or under its control which relate to license compliance and deal with the operations, affairs, transactions or property of the licensee, subject to confidentiality restrictions required by federal or state law or Section 114.45 Protection of Subscriber Privacy.

(B) The licensee shall at all times make and keep full and complete design maps showing the exact location of all cable system equipment installed or in use in public rights-of-way and other places in the town and make them available to the town for inspection and review upon request at the office where licensee maintains such records.

§ 114.48 Protection of Town against Liability

(A) Indemnification.

(1) Licensee shall fully indemnify, defend and hold harmless the town, its officers, boards, commissions, elected officials, agents, attorneys, representatives, servants and employees against any and all costs, damages, expenses, claims, suits, actions, liabilities and judgments for damages, including, but not limited to, expenses for legal fees, whether suit be brought or not, and disbursements and liabilities incurred or assumed by town in connection with:

(a) Damage to persons or property, in any way arising out of or through the acts or omissions of licensee, its servants, officials, agents, attorneys, representatives or employees;

(b) Requests for relief arising out of any licensee action or inaction which results in a claim for invasion of right of privacy, for defamation of any person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark or patent; or of any other right of any person, firm or corporation;

(c) Any and all claims arising out of licensee's failure to comply with the provisions of this chapter or a license or any federal, state or local law or regulation applicable to licensee or the cable system;

(d) Any and all disputes arising out of a claim by any party other than the town or licensee wherein damages or other relief is sought (i) as a result of the town's cable system licensing of licensee or (ii) as a result of the renewal or non-renewal of licensee's cable system license.

(2) If a lawsuit covered by the provisions of subsection (A)(1) of this section be brought against the town, either independently or jointly with a licensee, or with any other person or municipality, the licensee, upon notice given by the town, shall defend the town at the cost of the licensee. If final judgment is obtained against the town, either independently or jointly with licensee or any other defendants, the licensee shall indemnify the town and pay such judgment with all costs and attorneys' fees and satisfy and discharge the same. The town shall cooperate with the licensee and reserves the right to participate in the defense of any litigation.

(3) A licensee shall bring no claim or demand any right to a refund of license fees paid to the town as a percentage of gross revenues derived from services that are later determined to be telecommunications services rather than cable services.

(4) The town is in no manner or means waiving any governmental immunity it may enjoy or any immunity for its agents, officials, servants, attorneys, representatives and/or employees.

(5) A licensee shall make no settlement in any matter identified above without the town's written consent, which shall not be unreasonably withheld. Failure to inform the town of settlement shall constitute a breach of the license and the town may seek any redress available to it against the licensee whether set forth in this chapter or under any other municipal, state or federal laws.

(6) All rights of the town, pursuant to indemnification, insurance, letter of credit or performance bond(s), as provided for by this chapter, are in addition to all other rights the town may have under this chapter or any other chapter, rule, regulation or law.

(7) The town's exercise of or failure to exercise all rights pursuant to any section of this chapter shall not affect in any way the right of the town subsequently to exercise any

such rights or any other right of the town under this chapter or any other chapter, rule, regulation or law.

(8) It is the purpose of this section to provide maximum indemnification to the town under the terms and conditions expressed and, if there is a dispute, this section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the town by the licensee.

(9) The provisions of this section shall not be dependent or conditioned upon the validity of this chapter or the validity of any of the procedures or agreements involved in the award or renewal of a license, but shall be and remain a binding right and obligation of the town and a licensee even if part or all of this chapter, or the grant or renewal of a license, is declared null and void in a legal or administrative proceeding. It shall be expressly stated in a license, that it is the intent of the licensee and town, upon the effective date of the license, that the provisions of this section survive any such declaration and shall be a binding obligation of and inure to the benefit of the licensee and town and their respective successors and assigns, if any.

(B) Comprehensive Liability Insurance.

(1) Upon acceptance of a license, the licensee shall file with the town clerk and shall thereafter during the entire term of such license maintain in full force and effect, at its own expense, a general comprehensive liability insurance policy or policies which shall insure licensee and provide primary coverage for the town, its officers, boards, commissions, agents and employees, against liability for loss or liability for personal injury, death, property damage (both automobile and non-automobile caused), or other damages. Such policy or policies shall include, but are not limited to, insurance against damages from unfair competition, copyright infringement (common law or statutory) and a failure of licensee to secure consents, occasioned by any activity or operation of licensee under such license, and regardless of any claimed or actual activities of the town, its officers, boards, commissions, agents and employees other than gross negligence or willful misconduct. The manager, in any license granted, may waive the requirement for insurance from one or more perils mentioned in the last preceding sentence upon a finding that such insurance cannot be procured or cannot be procured at a reasonable cost, and in connection therewith may reduce the otherwise required limits on coverage hereafter set forth. Such policy or policies shall be issued by a company approved by the manager and shall be in a form approved by the town attorney, with minimum combined single limits of liability coverage in the amount of three million dollars. The policy or policies shall name the town, its officers, boards, commissions, agents and employees as additional insured and contain a provision that a written notice of any cancellation, modification or reduction in coverage of said policy shall be delivered to the clerk thirty days in advance of the effective date thereof. No license granted under this chapter shall be effective unless and until certificates of insurance evidencing coverage required above are delivered to the clerk. Any substitute policy or policies shall be subject to the same approvals and shall comply with all of the provisions of this subsection.

(2) The council may require increases in the amount or types of coverage no more frequently than every three years, based on increases in the CPI, so as to ensure full protection of the town and the public. The licensee shall have six months from the date of notification from the manager to comply with any increase.

(3) A licensee may self-insure the above-described policy coverages if such licensee or its parent is of sufficient financial standing to reasonably provide such insurance. A licensee that elects to self-insure shall file with the town a certificate of insurance as specified by the town.

§ 114.49 Letter of credit.

(A) Within 30 days after the award or renewal of a license, a licensee shall deposit with the town an irrevocable and replenishable letter of credit in an amount of $25,000.00 issued by a federally insured commercial lending institution. The form and substance of said letter of credit shall be used to assure the faithful performance by a licensee of all provisions of this and resulting license; and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the town having jurisdiction over its acts or defaults under a license and the payment by the licensee of any penalties, liquidated damages, claims, liens and taxes due to the town which arise by reason of the construction, operation or maintenance of the cable system, including cost of removal or abandonment of any property of the licensee.

(B) The letter of credit may be drawn upon by the town by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the public works director certifying that the licensee has been found, pursuant to section 114.52 Administrative Hearing, paragraph C or section 114.53 Hearing by Council, to have failed to comply with, its license or license agreement, stating the nature of noncompliance, and stating the amount being drawn. Examples of the nature of the noncompliance for drawing upon the letter of credit include, but are not limited to, the following:

(1) Failure of the licensee to pay to the town any license fees or taxes after ten days written notice of delinquency.

(2) Failure of the licensee to pay to the town, after ten days written notice, after all judicial remedies have been exhausted, any amounts due and owing the town by reason of the indemnity provisions of Section 114.48 Protection of Town against Liability.

(3) Failure of the licensee to pay to the town any liquidated damages due and owing to the town pursuant to Section 114.48 Protection of Town against Liability and/or the license.

(C) The letter of credit shall be structured in such a manner so that if the town at any time draws upon the letter of credit, upon notice to the licensee by the issuing lending institution, licensee shall increase immediately the amount of available credit to the extent necessary to replenish that portion of the available credit exhausted by the honoring of the town's draft. The lending institution shall notify the town of the replenishment by licensee. The intent of this

paragraph is to make available to the town at all times a letter of credit in the amount of $25,000.00.

(D) The rights reserved to the town with respect to the letter of credit are in addition to all other rights of the town, whether reserved by a license or authorized by law, and no action proceeding against a letter of credit shall affect any other right the town may have.

§ 114.50 Construction Bonds

(A) Thirty days prior to the commencement of any construction in the town's rights-of-way, a licensee shall obtain and maintain throughout the period of system construction, at its cost and expense, and file with the clerk, a corporate surety bond issued by a company authorized to do business in the state of Arizona, and found acceptable by the town attorney, in an amount established in a license agreement solely for the purpose of guaranteeing the timely construction and/or reconstruction of the cable system and the safeguarding of private property during construction and/or reconstruction. The bond shall provide, but not be limited to, the following condition: There shall be recoverable by the town, jointly and severally from the principal and surety, any and all damages, losses or costs suffered by the town resulting from the failure of a licensee to satisfactorily complete construction and/or reconstruction of its cable system throughout the license area pursuant to the terms and conditions of this chapter and such licensee's license.

(B) Any extension of the prescribed construction or reconstruction time limit must be authorized by the town. The construction bond shall be available throughout any such extension period.

(C) The construction bond shall be terminated only after the council finds that a licensee has satisfactorily completed initial construction and activation or reconstruction of its cable system pursuant to the terms and conditions of this chapter and such licensee's license.

(D) The rights reserved to the town with respect to the construction bond are in addition to all other rights of the town, whether reserved by this chapter or authorized by law, and no action, proceeding or exercise of a right with respect to such construction bond shall affect any other rights the town may have.

(E) The construction bond shall contain the following endorsement:

> It is hereby understood and agreed that this bond may not be canceled by the surety nor the intention not to renew be stated by the surety until sixty (60) days after receipt by the town, by registered mail, of written notice of such intent to cancel or not to renew.

§ 114.51 Liquidated Damages

(A) Each license granted by the town shall state that a licensee understands and shall agree that failure to comply with any time and performance requirements as stipulated in this chapter and the license will result in damage to the town, and that it is and will be impracticable to determine the actual amount of such damage caused by delay or nonperformance; the license

shall include provisions for liquidated damages to be paid by the licensee, in amounts to be negotiated and set forth in the license and chargeable to the letter of credit for the following defaults:

(1) Failure to complete system construction or reconstruction in accordance with the schedule in the license unless the council specifically approves the delay by motion or resolution;

(2) Failure to provide a cable connection within the time(s) set forth in Section 114.27 Line Extension;

(3) Failure to properly restore the public right-of-way or to correct related violations of specifications, code, or standards after having been notified by the town to correct such defects;

(4) Failure to test, analyze and report on the performance of the cable system following a written request pursuant to Section 114.29 Construction and Technical Standards, subsection (A)(2);

(5) Failure to provide in a continuing manner the type of services proposed in the accepted application for license or in the final license unless the council specifically approves modification of a licensee's obligation;

(6) Failure to cure any violation of Section 114.40 Subscriber Service Standards, following notice and an opportunity to cure pursuant to the provisions of that section; and

(7) Any other action or non-action by the licensee, as agreed upon between the town and licensee, and set forth in the license.

(B) If the manager concludes that a licensee is in fact liable for liquidated damages pursuant to the license, he shall issue to licensee by certified mail a notice of intention to assess liquidated damages. The notice shall set forth the nature of the violation and the amount of the proposed assessment or the licensee shall, within thirty days of receipt of such notice:

(1) Respond to the town in writing, contesting the town's assertion of violation and providing such information or documentation as may be necessary to support licensee's position; or

(2) Cure any such violation (and provide written evidence of the same), or, if, in the town's sole discretion, such violation cannot be cured within such thirty-day period, take reasonable steps to cure said violation as soon as practicable and diligently continue such efforts until said violation is cured. Licensee shall report to the town, in writing, at thirty-day intervals as to licensee's efforts, indicating the steps taken by licensee to cure said violation and reporting licensee's progress until such violation is cured.

(C) If licensee contests the town's assertion of violation or fails to respond to the town's notice of intent to assess liquidated damages, within fifteen days the town shall schedule a hearing in accordance with the procedures set forth in Section 114.52 Administrative Hearing.

§ 114.52 Administrative Hearing

(A) Within fifteen days of: (1) receipt of licensee's notice of contest pursuant to Section 114.49(B)(1); or (2) expiration of the response time referred to in Sections 114.40(G) or 114.42(C); or (3) notice from licensee that it contests an audit determination of license fees under 114.16(D), an administrative hearing shall be scheduled by the manager. This shall be a public hearing, and licensee shall be afforded an opportunity to be heard and to present relevant information.

(B) Within fifteen days after the conclusion of such hearing, the manager shall issue a determination. In that determination the manager may:

(1) Find that licensee is not in violation of the terms of the license;

(2) Find that the licensee is in violation, but that such violation was with just cause and waive any liquidated damages that might otherwise be imposed;

(3) Find that licensee is in violation of the terms of the license, take corrective action, make written demand of licensee for the amount owed by licensee as a result thereof, and if not paid by licensee within thirty days following the date of such notice, pursue all remedies available, subject to licensee's right to appeal the manager's decision;

(4) Find that licensee is in violation of the terms of the license and impose liquidated damages; and

(C) In the case of a material violation recommend that the council terminate the license; provided, that the council may take action on any such recommendation only after a public hearing as set forth in Section 114.53 Hearing by Council.

(D) If the manager determines that licensee has committed a violation, the determination shall be accompanied by a detailed statement of reasons for the determination, including findings of fact.

(E) The decision of the manager shall become final unless licensee requests a public hearing before the council within fifteen days of its receipt of the statement of reasons and findings of fact by the manager.

§ 114.53 Hearing by Council

(A) If a public hearing before the council is requested by licensee or is held pursuant to Section 114.52 Administrative Hearing, it shall be on the record as supplemented by the licensee and other relevant information. It shall convene within thirty days of the request therefor. The council may designate three of its members to act as a hearing subcommittee in the matter and to present written findings of fact and conclusions of law to the entire council. The council's decision, which shall include findings of fact, shall be made not later than forty-five calendar days after the conclusion of the hearing. In that decision, the council may:

(1) Find that licensee is not in violation of the terms of the license;

(2) Find that licensee is in violation but that such violation was with just cause and waive any liquidated damages or penalty that may otherwise be imposed;

(3) Find that licensee is in violation of the terms of the license, take corrective action, make written demand of licensee for the amount owed by licensee as a result thereof, and if not paid within thirty days following the date of such notice, foreclose on all or any appropriate part of the letter of credit provided pursuant to section 114.50 Construction Bonds to pay the cost thereof;

(5) Find that licensee is in violation of the terms of the license and impose liquidated damages; and

(5) In the case of a substantial violation of the license within the meaning of Section 114.51 Liquidated Damages, declare the licensee in violation and revoke the license.

§ 114.54 Revocation

(A) In addition to all other rights and powers retained by the council under this chapter or otherwise, the council shall have the right to revoke the license and all rights and privileges of the licensee thereunder upon a recurring or protracted substantial breach of the license terms and conditions, or this chapter, which substantially affects the provision or quality of cable services, the ability of the town to effectively regulate the licensee, or the town's collection of all fees and charges. The power of revocation shall not be used if the breach is a result of force majeure. The breaches appearing on the list set forth below in this article shall be considered substantial breaches. The list is not exhaustive:

(1) Failure to complete system construction or reconstruction in accordance with a license;

(2) Failure to provide cable service within the time(s) specified for line extensions;

(3) Each failure to properly restore streets or to correct related violations of specifications, code, ordinance or standards;

(4) Each failure to comply with subscriber service standards;

(5) Failure to comply with operational, maintenance or technical standards;

(6) Failure to provide on a continuing basis the broad categories of programming specified in a license;

(7) Failure to provide the access channel requirements specified in a license;

(8) An unauthorized partial or total transfer of a license;

(9) Failure to commence construction as required in a license;

(10) Failure to cure any other violation of a license after notice and opportunity to cure;

(11) Any other material action or non-action of a licensee regarding a requirement of a license.

(B) Before proceeding with a revocation hearing, the manager shall make a written demand that the licensee comply. If a violation by the licensee continues for a period beyond that set forth in the written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the manager may hold an administrative hearing in accordance with Section 114.52 Administrative Hearing or may recommend that the council act directly. The council may revoke the license as provided in this section.

§ 114.55 Continuity of Service Mandatory

(A) It shall be the right of all subscribers to continue receiving cable service insofar as their financial and other obligations to a licensee are honored.

(B) If the license terminates, the licensee shall cooperate with the town to ensure continuity of cable service to all subscribers for a period not to exceed ninety days. Said period may be extended by mutual agreement between the town and licensee. During such period, licensee shall be entitled to the revenues for any period during which it operates the cable system.

(C) If licensee fails to operate the cable system for ninety-six consecutive hours without prior approval of the town or without just cause, the town may, at its option, operate the cable system or designate an operator until such time as licensee restores cable services under conditions acceptable to the town or a new permanent operator is selected. If the town is required to fulfill this obligation for a licensee, the licensee shall reimburse the town for all reasonable costs or damages that are the result of the licensee's failure to perform.

§ 114.56 Failure of Town to Enforce a License; No Waiver of the Terms Thereof

A licensee shall not be excused from complying with any of the terms and conditions of a license or this chapter by any failure of the town upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

§ 114.57 License Subject to Other Laws

The license is subject to and shall be governed by all applicable provisions of federal, state and local law. Notwithstanding any other provisions of the license to the contrary, the licensee shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof; provided, however, if any such state or federal law or regulations shall require the licensee to perform any service, or shall permit the licensee to perform any service, or shall prohibit the licensee from performing any service, in conflict with the terms of the license or this chapter, then as soon as possible following knowledge thereof, the licensee shall notify the town attorney of the point of conflict believed to exist between such regulation or law and this chapter or the license.

In the event of deregulation by the FCC, conformance to current FCC Rules or Regulations, as specified in this chapter may continue to be required by the town.

§ 114.58 Miscellaneous Provisions

(A) When not otherwise prescribed herein, all matters herein required to be filed with the town shall be filed with the office of the clerk.

(B) Neither licensee nor any of its officers or employees shall receive referral fees or gratuities from any television or radio sales or repair business.

(C) All notices which the town may give to a licensee or which a licensee may give to the town shall be given in writing and may be given by first class mail, postage prepaid, addressed to licensee's most recent address on file with the town, and addressed to the town. Such notices, when sent by mail, shall be deemed given one day after deposit in the U.S. Mail.

§ 114.59 Force Majeure

With respect to any provision of this chapter or any license granted pursuant thereto, the violation or noncompliance with which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a licensee, such violation or noncompliance shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, strike or other labor unrest, or similar events, the occurrence of which was not reasonably foreseeable by licensee and is beyond its reasonable control.

§ 114.60 Severability

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The council hereby declares that they would have passed this chapter and each section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this chapter shall not abate, reduce or otherwise affect any consideration or other obligation required of the licensee or any license granted hereunder.

§ 114.61 Continued Use of Individual Antennas.

It is not the Council's intention to prohibit the erection or continued use of individual television antennas, and no one is or will be required to receive cable television service or connect with a cable television system.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 7. e.**

Meeting Date:	09/13/2016
Contact Person:	Ruth Mayday, Development Services Director Phone: 928-636-4427 x-1217
Department:	Development Services
Item Type:	Presentation Only
Estimated length of staff presentation:	15 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the 2016 Strategic Plan. (Ruth Mayday, Development Services Director)

RECOMMENDED ACTION:

Staff recommends approval of the 2016 Strategic Plan as presented.

SITUATION AND ANALYSIS:

In 2013, the Town Council worked with facilitator Lance Decker to develop a Strategic Plan that would provide direction to staff in enacting the Councils priorities for the community. Since that time, a number of the Goals, Objectives, and Strategies have been completed - many of which have impacted the ability to achieve some of the critical long-range activities set forth in the Plan.

Mayor and Council met November 18/19, 2015 to reevaluate the goals, objectives and strategies in the existing General Plan; discuss critical actions outstanding, and strengthening relationships between Council members, as well as between the Town and the Chamber of Commerce.

Staff then reviewed the notes from the retreat and synthesized them into a new Strategic Plan. Building upon the achievements and failures of the 2014 Plan, staff reworked the existing Key Result Areas to include the priority issues defined by Council as new or amended goals, and created objectives and strategies for achieving those newly prioritized goals. In creating the objectives and strategies, Staff also incorporated the Action Plan and Issues Summary into the processes of accomplishing the new goals identified by Council.

After reviewing a number of drafts, Council reviewed the final draft on August 16, 2016 during its study session. Staff was then directed to forward the item for approval on the September 13, 2016 meeting.

Fiscal Impact

Fiscal Impact?: no
If Yes, Budget Code:
Available:
Funding Source:

Attachments

Strategic Plan Final Draft

2016 STRATEGIC PLAN

TOWN OF CHINO VALLEY

BACKGROUND

Chino Valley is a beautiful, semi-rural town with open land, sunny skies and friendly people. Excellent schools, quality healthcare providers and an enviable climate are just a few of the many reasons so many people call this wonderful place home.

Conveniently located approximately 90 miles from Phoenix and Flagstaff, Chino Valley straddles State Route 89 just fifteen miles north of Prescott. Incorporated in 1970, the Town encompasses 63 square miles in the mountains of north central Arizona at an elevation of 4,656 feet. It enjoys comfortable, mild temperatures throughout all four seasons with over 300 days of sunshine per year.

It's no surprise that people are drawn to this open western way of life. The population has grown to about 11,000 within recent years but still retains its rural tranquility and small-town charm. Affordable land, plenty of open space and modern amenities make living in the area attractive to young families and retirees alike. Mountains, hills, and forests provide picturesque views and serene surroundings. Wildlife is abundant and sustained by fresh, clean air and crystal-clear water.

Recreational opportunities are plentiful. The close proximity of the Town to Prescott National Forest makes thousands of acres of land available for hiking, biking, and off-road vehicle use. Ranching is still alive and well in the region, evidenced by cattle roaming the wide open spaces just outside of Town; equestrian activities are popular with residents and visitors alike. Old Home Manor, located east of State Route 89, hosts a public shooting range, a radio-controlled airplane park, softball and soccer leagues, and a number of other community oriented activities. Since the Strategic Plan 2014, both the Chino Valley Grinder (mountain bike race) and the Chino Valley Mud Run have been added to the list of recreational activities available. The growing interest in horse-related events has generated new interest in creating an equestrian facility that will serve not just the community, but the state and region as well.

Like many rural communities across Arizona, Chino Valley has to focus its efforts on the goals and objectives that will best serve the community, laying the foundation for sustainable, practical growth and success. By setting forth specific goals and objectives, this document can provide the foundation necessary to reinforce a sense of mutual understanding so that the residents, town staff, and the Town Council can continue to work together towards a more secure future for Chino Valley.

PURPOSE AND APPROACH

The purpose of the Chino Valley Strategic Plan is to develop a clear picture of its future as a local government enterprise and how it will serve the community. The Plan sets into writing a vision of what Chino Valley will be five years from now, identifies the milestones to be achieved over

those five years, and creates an action plan by which the Mayor, Town Council, Town Manager and staff can guide their efforts and measure progress.

OBJECTIVES OF COMPLETING A STRATEGIC PLAN

The objectives of the Town of Chino Valley Strategic Plan are to…

- Identify the business factors (strengths, weaknesses, opportunities and threats) that will affect the organization over the next five years;
- Confirm the mission, vision, values and principles that guide the organization's Mayor, Town Council, Town Manager and staff;
- Identify and develop a limited number of key result areas on which the organization will focus;
- Create objectives, strategies and action plans for the next five years; and,
- Build a clear direction for the organization and the community.
- Set timelines and schedules for review of progress and possible revisions to the plan.

ORGANIZATION OF THE STRATEGIC PLAN

The Town Council, working in concert with the Town's professional staff, has developed a set of Key Result Areas that define the overarching needs of the community. Each Key Result Area has a set of Goals that must be achieved to resolve the issues related to that Key Result Area. A review of the Objectives, Goals, and Actions from Strategic Plan 2014 are also reviewed.

A number of objectives, supported by underlying goals, action items, and strategies, have been outlined to better clarify the means by which Council and staff will create the desired results in each Key Result Area. Leads and supports for each Objective, Goal, Action, and Strategy have also been identified.

In order to adequately plan a course of action for each Key Result Area, a review of the current Strengths, Weaknesses, Opportunities, Threats, and Trends has been included. A brief narrative has been included for each Objective that explains its

relevance to the Key Result Area, and how the strategies and actions contribute to the overarching goal of laying a foundation for future success.

The ability to work toward achieving the tasks set forth in each Key Result Area is dependent upon a unified effort. This includes:

1. The ability of staff, Council, and the community to agree upon a mutually supported framework connecting the needs and desires of the community with the goals of Council, and
2. The availability of staff resources to carry out the actions necessary to achieve Council's Goals.

MISSION, VISION, VALUES

MISSION STATEMENTS

The existing Corporate Mission Statement is included in the Strategic Plan found within the General Plan adopted in 2003. During the 2014 strategic planning sessions, Town Council developed the following Mission Statement:

> *The mission of the Town of Chino Valley government is to provide thoughtful, affordable, timely, cost effective, forward-looking government for its citizens.*

VISION STATEMENTS: COMMUNITY

A number of Vision Statements have been developed for the community over the past ten years. The following Community Vision Statement and a Corporate Vision Statement were adopted as a part of the Strategic Plan within the General Plan adopted in 2003.

A new Community Vision Statement was developed by Town Council during the most recent strategic planning sessions. Concurrent to the development of the Strategic Plan is the finalization of the General Plan, which was approved by Town Council and ratified by the citizens in 2014. Mandated by Arizona Revised Statutes, the General Plan sets forth the community's vision for the physical

development of the Town for the next ten years and beyond. The new General Plan includes the following Community Vision Statement:

> *"Chino Valley: A community looking to its future that envisions diverse business and employment expansion, varieties in housing, and options in transportation; all while maintaining its valued farming heritage, recreational and environmental assets, and its small town atmosphere."*

The underlying sentiment in the Community Vision Statements has been consistent: (1) a desire to protect the small town attributes that have attracted new residents to the community, (2) a focus on retaining a family-centric outlook, and (3) desire for growth that will cement the Town's economic viability and sustainability. While economic growth and retaining a small town atmosphere might appear to be mutually exclusive, thoughtfully balancing these needs offers the community a unique opportunity to define what success looks like for both.

Organizational Values

During the Strategic Planning process, Council reviewed and set forth a number of Organizational Values. These values represent the guiding principles by which Town Council, Management, and staff will interact with each other and the public to benefit the Community.

We will strive to

1) **Make decisions based on what is best for the health, safety, and welfare of the entire Town**
   a) *Listen without bias to make informed decisions.*
   b) *Present constructive and supportive ideas.*
   c) *Seek expertise and consider the impacts of policy decisions.*

2) **Be good stewards of Town resources.**
   a) *The vision for the Town needs to reflect the will and needs of the community as a whole.*
   b) *The needs of individuals must be balanced with the long-range best interests of the Town.*
   c) *Staff is here to serve the residents of the Town of Chino Valley and should always strive to make Chino Valley a better place to live and do business.*

3) **Maintain fiscally responsible operations and ensure that financial sustainability is a primary concern in decision making.**

4) **Communicate respectfully and professionally**.
   a) *The local government exists to build a better Chino Valley that will prosper and grow to benefit future generations.*
   b) *Council's establishment of policy means that the local government acts and speaks with unity and consistency.*
   c) *Be professional, respectful, honest, and courteous at all times. Honesty does not excuse rude, discourteous, or subversive behavior.*

Core Values

Town Employees underwent a comprehensive process to identify Core Values which define how staff perform work and the staff's culture of service to the community. Every employee was invited to participate, and a facilitator helped the employees identify and define the values that were crucial to excellent public service in Chino Valley.

The Administration's Core Values are: Integrity, Leadership, Teamwork, Service, Respectful Communication, and Innovation.

The Core Values are now used in many internal staff processes, as well as public processes. A year after the development of the Core Values a customer service initiative was conducted, and staff underwent additional training, interweaving customer service practices with our core values. Core Values and customer service are becoming crucial, core missions within the administration.

Core Values

1. ***Integrity:***

   - *Do the right thing at all times*
   - *Embrace honesty and unified moral and ethical principles.*
   - *Extend fairness, respect and civility equally.*
   - *Be fully accountable and answerable for your actions, words and behavior.*

- *Exercise humility and forthrightness in all communications.*
- *Be dependable and dedicated to your work and to your team.*
- *Strive toward excellence in your job performance, doing your best every day.*
- *Support the organization and consistently uphold its beliefs, standards, policies, procedures and core values—even if you do not personally agree with them.*

2. *Teamwork:*

- *Work positively and cooperatively with other team members to build a stronger and more interconnected workforce.*
- *Put the good of the team before your own personal goals and interests.*
- *Be approachable, kind and respectful to all team members.*
- *Show appreciation for the different skills, interests and opinions of others.*
- *Learn new skills and tasks to add more value to your position.*
- *Carry your share of the workload dependably and with dedication.*
- *Display resourcefulness and problem-solving skills.*
- *Teach, motivate and cheer on your peers; and create a little fun when proper to do so.*
- *Take pride in the quality of your work and that of your team's, and strive to do your very best.*

3. *Responsible Communication:*

- *Express ideas, both verbal and non-verbal, effectively.*
- *Consistently communicate in a respectful, forthright, positive and tactful manner.*
- *Keep team members and leaders current on all relevant, job-related issues.*
- *Listen to others patiently and attentively, seeking clarification when unsure of the speaker's message.*
- *Strive to understand the context of questions before responding, and provide complete answers that do not exclude pertinent information nor include unnecessary information.*
- *Exhibit self-control and civility when receiving constructive criticism from other team members and leaders*

4. Service to Community:

- *The Town's purpose of employment is to serve all Town of Chino Valley citizens.*
- *Perform diligently to achieve excellence and high standards in every area of service to the public.*
- *Strive to get the job done right the first time.*
- *Patiently and receptively hear and show empathy for the public's concerns.*
- *Communicate accurately and appropriately, responding to the public in a timely manner.*
- *Speak of your team, the Town, its leaders and its representatives in a fair, positive, and respectful manner, whether on or off the clock.*
- *Refrain from arguments, job complaints, personal feelings and political opinions.*

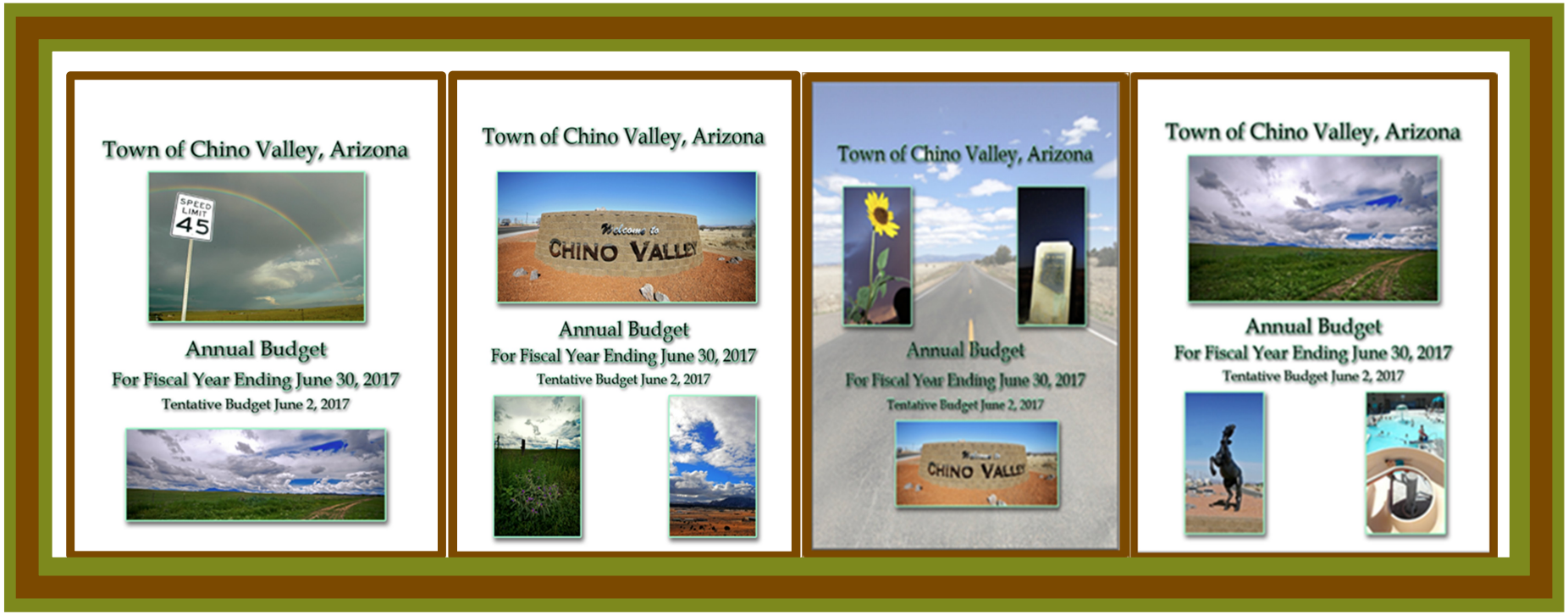
5. *Innovation*:

- *Introduce effective ideas into the workplace.*
- *Use your imagination to develop better ways to solve problems, save money and make improvements that will benefit the Town's operations and better serve the public.*
- *Research innovations and new processes, without neglecting fiscal responsibility and the public's trust.*
- *Be flexible and willing to quickly embrace change when improvements to operations and systems need to be made.*
- *Don't settle for the "status quo."*

6. *Leadership:*

- *Motivate the actions and behaviors of others by your character, humility, compassion, and positive example.*
- *Use diplomacy and good communication to inspire and motivate others to excellence.*
- *Demonstrate competence and professionalism in your job and be reliable in your work performance without having to be reminded.*
- *Step up and take charge when necessary.*
- *Exhibit civility, common sense and wisdom in all decision making.*

KEY RESULT AREA 1: STRONG FISCAL HEALTH



The Town of Chino Valley continues to emerge from the recession, however, limited availability of infrastructure creates a challenging environment in which to grow commercial and industrial development. Without municipal sewer, municipal water, and properly maintained roads, the Town is at a disadvantage when trying to compete for scarce employment opportunities and sales tax revenues.

Strategic Plan 2014

Strategic Plan 2014 set forth a number of goals and objectives that were critical to getting the Town on stable financial footing.

Goal 1: Develop adequate revenue instruments for full funding of budget and Capital Improvements Plan (CIP)

Objective A: Council Policy on Contingency Funds: At the time the Strategic Plan 2014 was written, the Town had no policy for the management and expenditure of Contingency Funds. The Finance Committee developed this policy working in concert with Finance Director Joe Duffy; it was adopted by Town Council in the second quarter of 2014.

Objective B: Establish Committee for taxing Medical Marijuana: Given the proliferation of Medical Marijuana (MMJ) cultivation facilities in Chino Valley, Council felt it was necessary to create a policy for taxing the growing activities in Town. After reviewing existing policies and determining fiscal impact to the town, Council adopted a policy to tax cultivation of MMJ during Q2 (Quarter 2) of 2014. The policy was forwarded to the legislature for further consideration.

Objective C: Set up funding for Unique Programs/Sustainable Development: While the conservation of water, clean air, and other natural resources is noble, it is also costly. To encourage conservation, Council determined that assisting with funding such efforts was necessary. No action was taken on Objective C.

Objective D: Establish Plan for Rainy Day Fund: In order to create revenues to capitalize a Rainy Day Fund, ordinary expenses needed to be minimized. The Finance Department identified a number of refundable debt obligations that would save the Town a substantial amount of money through reduced interest payments.

Goal 2: Resolve Town's budgetary and financial issues

Objective A: Plan for bond election to finance infrastructure acquisition: Council and staff worked together to establish statutory timelines and prepare information regarding the issuance of bonds that would finance the extension of sewer and water infrastructure along both sides of State Route 89 between Roads 2 and 3 North. The bond failed at a rate of 2:1, and no investment in infrastructure was made. Staff and Council had to construct an alternative plan to acquire the sewer system from Fann Environmental and water infrastructure from the City of Prescott. The two acquisitions were separated from each other;

the purchase of the Wastewater Treatment Plant was completed in December of 2014; negotiations with the City of Prescott are ongoing.

Objective B: Reach consensus regarding Cameron Ranch: This 40-acre parcel was acquired by the Town in 2006 for its Type II Irrigation rights. Council directed the Manager and staff to facilitate the resolution of the Cortez lawsuit, using Cameron Ranch to offset any cash requirement in the settlement agreement. Shortly before the agreement was finalized, it was discovered that the financing mechanism for purchasing the ranch precluded its sale to any entity other than another political subdivision or a bona fide 501 (c) 3 charitable organization.

Goal 3: Resolve outstanding Legal issues

Objective A: Reach settlement with Cortez: The lawsuit originated with the annexation of lands owned by Cortez in 2011. The Pre-annexation Development Agreement (PADA) set forth a number of stipulations, one of which was the extension of Road 4 South from its termination point at that time easterly to provide Cortez access to property. In addition, the Town agreed to rezone the property to allow gravel mining; contractual zoning is illegal in the State of Arizona. Staff facilitated the rezoning request, recommending approval of the gravel mining and asphalt plant.

Objective B: Renegotiate Concessionaire Agreement with Prescott Sportsmen's Club: The Concessionaire Agreement with Prescott Sportsman's Club (PSC) is ongoing.

Objective C: Town Code Compliant with Arizona Revised Statutes: Efforts are underway to bring Town Code into compliance with ARS as well as reflect best practices in municipal management. This objective will be ongoing as the Legislature frequently adopts laws that affect how municipalities are run.

Objective D: Bright Star Development Agreement and water rights: Substantial research regarding the Bright Star Development Agreement with respect to the water obligations between the developer and the Town of Chino Valley. Staff is also working with legal counsel to wade through the specifics of water laws as they apply to subdivisions, pledging of water, and water credits.

Objective E: Resolve issues with Unified Development Ordinance (UDO): Staff began reviewing the UDO in August of 2013 in an effort to identify conflicts between it and long standing Statutes governing land use planning and zoning. Several sections were found that were incongruent with ARS and were subsequently corrected. There is contradictory language throughout the document; a number of these have been corrected. Finally, the UDO does not reflect current best practices in land use and zoning, which has resulted in major rewrites of entire chapters (e.g., Sign Code, Planned Area Development, Planning & Zoning Commission). Several sections of the UDO will need future revision based on the results of voter initiatives (Recreational Marijuana) or vagaries of the local economy and development atmosphere (Subdivision).

Strength, Weaknesses, Opportunities, Threats, and Trends (SWOT) Analysis

Careful planning and sustainable decision making can help mitigate, if not avoid, the damages that will be incurred in the next economic downturn. Ensuring that legal and financial controls and reporting are in place will provide transparency and accountability to the public as the Town moves forward. Funding the development of infrastructure in appropriate places to foster employment and retail choices is necessary to ensure the sustained viability of the Town now and for decades to come.

Strengths

Fiscal Strength speaks to the ability of the town to manage its finances and meet its obligations while maintaining a sustainable operation. Income streams such as sales taxes, user fees and state shared revenues, as well as debt obligations, are included.

a) *Financial stability*
b) *There has been nascent growth in retail sales; continued growth will be needed to ensure solvency.*
c) *Refinancing of outstanding debt obligations has produced annual cost savings for the Town*
d) *Acquisition of the Wastewater Treatment Plant has reduced the Town's cost of operation and has put the system on the path to be self-sustaining*

Weaknesses

Weaknesses are the flaws or deficiencies in current conditions that, when remedied, can become strengths or opportunities for the community.

a) *Limited funding streams have the potential to stymie forward movement*
b) *Slow growth/return of state shared revenues*
c) *Limited availability of infrastructure has hampered retail growth*
d) *Failure of recent bond initiative to create infrastructure along the commercial corridor*

Opportunities

Opportunities are potential future actions that can positively impact the community. Leadership should direct their energies to developing those broad actions that will result in commercial, industrial, and residential development across all economic strata.

a) *Significant acreage already commercially zoned along the SR89 corridor*

b) *Limited infrastructure extension will provide service to the entire SR89 corridor*
c) *Old Home Manor presents an opportunity for economic and job development efforts including manufacturing, industrial, entertainment & sports activities*
d) *Shopping and other commercial business opportunities can develop where sewer and water is available*
e) *Senior care facilities and other deficiencies in the residential market provide opportunities for additional housing development.*
f) *When properly managed, bond indebtedness can help the town grow its economic base through the extension of infrastructure. Increases in construction will provide employment and tax revenues.*

THREATS

Overreliance on construction industry coupled with limited municipal utility services has undermined the Town's economic and employment foundation

a) *Shortage of non- construction related new business and jobs*
b) *Sales tax leakage to surrounding communities undermines Town revenue streams.*
c) *Residents desire to preserve rural setting/ lifestyle conflicts with the need for growth that will sustain the Town.*
d) *Sales tax revenues are beginning to recover, but continue to be inadequate to support all financial needs.*
e) *Increasing demand for development may tax existing infrastructure unless expansions are planned; Strategic extensions of services will support growth in retail and commercial/industrial sectors of the local economy, provide additional employment and generate sales tax revenues.*

TRENDS

While recovery from the recent recession may be slow, it is improving at a manageable pace.

a) *New home construction is recovering; housing starts continue to increase at a stable rate.*
b) *The community will need to consider alternate forms of residential development in addition to preservation of "ranchettes"; higher densities will require new infrastructure and zoning.*
c) *Regional growth will contribute to Chino Valley's recovery.*
d) *Retail follows rooftops- as population grows, more retailers will be interested in meeting the increased demand. Careful planning will allow both retail chains and Mom-and-Pops to coexist and prosper.*
e) *The Chamber of Commerce will become more active, and function as a powerful economic development and community engagement tool, providing leadership from the resident/citizen side while working with elected leaders and town management to advance the economic interests of the Town.*

KRA 1: STRONG FISCAL HEALTH			2016				2017				2018				2019				2020			
Goal 1: Municipal Utilities Self-sustaining			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Objective A: Acquire strategic private water systems	Lead	Support																				
Strategy 1: Plan for water system extensions that can support higher density commercial and residential growth	PW	DS																				
Strategy 2: Plan sewer system extensions that can connect willing users not on municipal service	PW	DS																				
Objective B: Funding for acquisition, interconnection, and expansion																						
Strategy 1: Explore financing tools to facilitate utility system growth	PW/FIN	DS																				
Action 1: Coordinate with developers and private property owners to create districts and financing tools	DS	PW/FIN																				
Action 2: Maximize use of grant/loan funding sources such as WIFA and USDA	PW/FIN																					
Objective C: Strategic extension of sewer system																						
Strategy 1: Plan for sewer extensions that can support higher density commercial and residential growth																						
Action 1: Coordinate with development community	DS																					
Action 2: Develop awareness programs to inform community																						
Objective D: Septage acceptance at Sewer Plant																						
Action 1: Complete replacement/repair of filters	PW																					
Objective E: Complete Center Street Sewer Extension																						
Action 1: Bid project	PW																					
Action 2: Project start/complete	PW																					

WIFA: Water Infrastructure Financing Authority USDA: United States Department of Agriculture

Stopping the flow of revenues from the General Fund to the water and sewer funds is critical to creating a fiscally solid foundation for the Town. The acquisition of the Wastewater Treatment Plant has nearly eliminated any transfer of dollars from the General Fund to support the utilities. While the acquisition of the Prescott Water System was not initially successful, alternative have been identified that would enable the water fund to operate in the black. Recent overtures to CVID have been well received; working committees have been established to determine if a mutually beneficial relationship can be established.

KRA 1: STRONG FISCAL HEALTH			2016				2017				2018				2019				2020			
Goal 2: Implement Asset and Liability Tracking Systems			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Objective A: Create Capital Assets Inventory																						
Strategy 1: Analysis of real estate assets																						
Action 1: document all real estate owned by TOCV																						
Determine funding mechanism for acquisition																						
Develop a retention/disposition plan																						
Strategy 2: Analysis of rolling stock																						
Action 1: Initiate regular maintenance schedule for all rolling stock	*PW*																					
Implement use of Iworks for tracking maintenance	*PW*	*MIS*																				
Feasibility of contracting with local provider for routine maintenance	*PW*																					
Action 2: fold replacement of vehicles into Capital Improvements Plan	*PW*	*FIN*																				
Strategy 3: Analysis of development obligations																						
Action 1: Review all effective development agreements to ascertain obligations for improvements	*DS*	*Legal*																				
Determine Town obligations	*DS*	*Legal*																				
Determine Developer obligations	*DS*	*Legal*																				
Action 2: Review all zoning actions to ascertain obligations for improvements	*DS*	*Legal*																				
Determine Town obligations	*DS*	*Legal*																				
Determine Developer obligations	*DS*	*Legal*																				
Action 3: implement SAS to track development obligations	DS	MIS																				

TM: Town Manager

SAS: Software as Service DS: Development Services TOCV: Town of Chino Valley

KRA 1: STRONG FISCAL HEALTH			2016				2017				2018				2019				2020			
Goal 3: Resolve outstanding legal issues			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Objective A: Bright Star Development agreement and water rights																						
Strategy 1: Review Original DA and subsequent amendments																						

Action 1: determine Town/Developer obligations																						
Action 2: develop strategy to address obligations																						
Objective B: Renegotiate Concessionaire Agreement with PSC																						
Objective C: Town Code compliant with ARS																						
Action 1: Continuing review to locate conflicts between ARS, UDO, and Town Code																						
Action 2: Approval of revised language by Town Council																						
Objective D: Resolve issues with Unified Development Ordinance																						
Action 1: Continue text amendments to implement best practices in zoning and land use																						
Action 2: Modify regulations and districts to support General Plan																						
Action 3: Restructure UDO to make it more user friendly																						

ARS: Arizona Revised Statutes DA: Development Agreement UDO: Unified Development Ordinance

LEGEND

: Council Action

: Active & Future Projects

X: Completed

KEY RESULT AREA 2: SUSTAINABLE ECONOMIC AND COMMUNITY DEVELOPMENT

Having stabilized the financial issues facing the Town, Council has identified Community and Economic Development activities as a priority. In order to strengthen its economic foundation and community identity, the Town needs to formulate broad policies that will improve the structure and implementation of land use, economic development, and public works planning.

SP 2014

The 2014 strategic plan focused on creating the basic foundations for economic growth. Many of the goals and objectives were met; some are still underway.

There is a balance between unfettered growth and overregulated development. Ensuring that a small town atmosphere is respected while providing new and expanded economic opportunities can be achieved if carefully planned. Ignoring growth will not make growth go away or provide for managed deployment – growth must be managed in a responsible manner.

The interconnectedness of land use, economic, and public works planning must be addressed in policy and supported by specific plans that consider the needs of the community. The General Plan serves as the unified document for mapping future growth and development and serves as the basis for managing the growth of the Town – adding specific plans to the Town's resources will help identify project level objectives, so that as development occurs, it is ensured that future needs are met.

The Town strives to:

- Develop Industrial Park and recreational facilities at Old Home Manor.
- Create healthy local economic growth that is self-sustaining.
- Create a community that is interesting and attractive to residents and visitors alike.
- Prepare a sustainable response to any downturn in the economy.
- Acquire and expand water & sewer services to facilitate investment on SR 89.
- Extend infrastructure to coincide with General Plan and drive development in a directed manner.

STRENGTHS

Economic Strength refers to the capability/capacity of the town to provide opportunities for economic investment in the community.

a) *Extension of infrastructure to Old Home Manor Industrial Park will commence during Q3/Q4 of 2016, opening 200 acres for industrial and light manufacturing uses.*
b) *A forward thinking Town Manager and a knowledgeable professional staff with the ability to implement improvement plans*

WEAKNESSES

Economic Weaknesses are those conditions that undermine the foundations of growth and development.

a) *Small retail sales tax base*
b) *No property tax to make up gap*
c) *An imbalance between enterprise funds and generated revenues*
d) *Limited local employment; predominantly less than full time jobs*

OPPORTUNITIES

Economic Development: Direct energies to those actions that will result in commercial, industrial, and residential development across economic strata.

a) *Available development land for commercial and industrial users*
b) *Lack of senior care facilities and other unmet housing needs create new residential construction opportunities*
c) *Room for business growth – significant amount of commercially zoned properties along the SR89 corridor*
d) *Room for industrial growth along SR89 corridor now, and Old Home Manor when the Chino Valley extension is completed with the Eastern Corridor enhancement*
e) *Shopping*
f) *Economic and jobs development efforts*
g) *Develop Old Home Manor to accommodate Manufacturing, Industrial, Shooting sports, entertainment & sports activities*

Community Development: Initiate and manage those programs that will benefit the community as a whole.

a) *Owner Occupied Housing Rehabilitation Program (Housing Rehab) funds repair and rehabilitation of substandard housing in the Community*
b) *Specific Area Plans can set forth offsite improvement requirements such as sidewalks, interconnected trails, and multi-use paths that will provide an alternative to automotive transportation*
c) *Incentivize entry-level housing*
d) *Work with Goodwill, NACOG, and Yavapai College to ensure job training programs are available and funded for Chino Valley residents.*

Unrealized Economic Opportunities

- Scarcity of rental and affordable housing
    - Good: demand for housing is returning to market; people with greater wealth are moving to town.
    - Bad: low-wage earners and young families have fewer housing options.

- Manufacturing inquiries
    - Good: business community is realizing Chino Valley is worthy of consideration for growth.
    - Bad: no infrastructure to meet need/demand.
- Large retirement community
    - Good: rising home values/sales prices indicate wealthier retirees moving to area.
    - Bad: Don't need jobs to survive; less affected by lack of employment and different view of employment situation
- Water & sewer expansion
    - Good: Interest in spine infrastructure in several locations; would spur economic growth.
    - Bad: Expensive; non-contiguous rights-of-way limit extensions.

THREATS

Lack of infrastructure, both physical and social, threaten the long-range success of the community

a) *Lack of fire flows negatively impact business recruitment and development/expansion activities.*
b) *Lack of infrastructure owned by Town; Prescott Water System is owned by neighboring municipality*
c) *Affordability Gap between wages paid and safe, affordable housing*
d) *Need for fundamental social services outstrips the services available*

TRENDS

For the next few years we should experience an improving economy.

a) *Availability of infrastructure would ensure more localized improvement; however, regional growth will help Chino Valley recover.*
b) *Lower housing costs will be attractive to young families that work both in Chino Valley and adjoining communities. Business will increase as population increases. Goods and services offered will broaden to meet needs of residents. Growth will be limited by availability of infrastructure but will provide opportunities for entrepreneurs.*
c) *Jobs will come to the Town. Increased employment will add to aggregate income of residents, increasing disposable income which should in turn increase sales tax revenues. The ability to accommodate commercial/industrial growth will be dependent on infrastructure.*

KRA 2: SUSTAINABLE ECONOMIC AND COMMUNITY DEVELOPMENT

Goal 1: Complete the Chino Valley Industrial and Commercial Development Plan

Objective A: Extend municipal sewer and water service to Old Home Manor			2016				2017				2018				2019				2020			
Strategy 1: Complete Infrastructure Project in Old Home Manor Industrial Park			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Engineering Design& Bid	PW	PW																				
Construction Bid & Award	*PW*	*PW*																				
Sewer/Water lines installed	*PW*																					
Road 4 North Extension	*PW*																					
Testing & Reporting	PW																					
Objective B: Initiate business attraction and retention efforts for OHM			**2016**				**2017**				**2018**				**2019**				**2020**			
Strategy 1: Develop Master Land Use Plan for OHM																						
Action A: Contract with consultant to develop master plan for Industrial/ Commercial uses	DS																					
Create land use designations and zoning districts that provide maximum flexibility in use	DS																					
Maps deliniating placement of light, medium, and heavy users	DS																					
Development of a circulation and utility extension plan	DS																					
Create expedited approval and permitting process	DS																					
Action B: Develop Legal documents necessary for lease/sale	DS	Legal																				
Lease template	DS	Legal																				
Covenants, Codes & Restrictions	DS	Legal																				
Strategy 2: Attract variety of industrial/commercial businesses to OHM		DS																				
Action A: Develop GPLET and tax abatement incentives	DS	Legal																				
Work with County Assessor to establish tax abatements	ds	legal																				
Work with County Assessor to establish GPLET tax rates	DS	Legal																				
Action B: Develop marketing materials for recruitment	DS																					
work with YC SBDC and GPREP to create Chino-specific materials																						

Objective C: Develop and implement Retail recruitment and expansion strategy			2016				2017				2018				2019				2020			
Strategy 1: Create demographic analyses for retail sectors																						
Action A: develop multiple sources of demographic information to determine deficiencies in local retail market	DS																					
Subscribe to data aggregation service (ESRI)	DS																					
Develop population projections for Chino Valley and surrounding market areas	DS																					
Strategy 2: Partner with Chamber of Commerce to promote local businesses and entrepreneurs																						
Action A: Develop local business promotion program with use quarterly updates at Council meetings	CC																					
Action B: Increase in use of co-branding in social media	DS	CC																				
Strategy 3: Develop and implement policies that will foster Agribusiness and Agritourism	DS	CC																				
Create and adopt an Agritourism overlay district	DS	TC																				

OHMIP: Old Home Manor Industrial Park

GPREP: Greater Prescott Regional Economic Partnership

GPLET: Government Property Lease Excise Tax

CBD: Central Business District

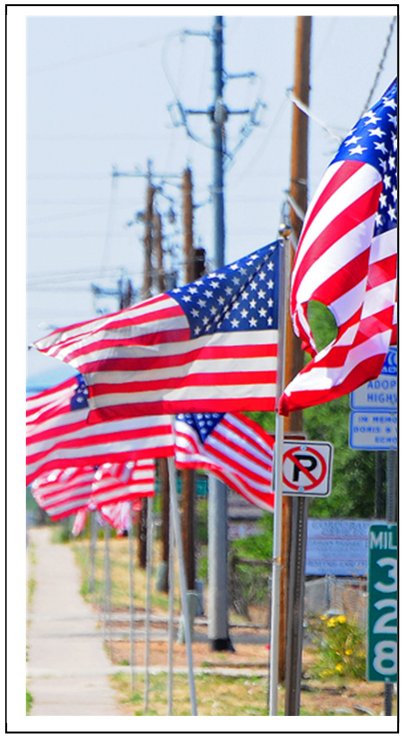
YC SBDC: Yavapai College Small Business Development Center

KRA 2: SUSTAINABLE ECONOMIC AND COMMUNITY DEVELOPMENT			20156				2017				2018				2019				2020			
Goal 2: Develop comprehensive road/transportation circulation plan																						
Objective A: Develop prioritized road repair program			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Action 1: Map roads according to condition	PW																					
Action 2: Create repair/reconstruct plan	PW																					
Action 3: Continue to direct CDBG funds to road repairs	PW	MG																				
Consider SSP funding for road repair/reconstruction																						
Objective B: Implement previously adopted road construction standards																						
Action A: Incorporate YAG/MAG standards into Tech Review Comments and Development Standards	DS	PW																				
Consider dirt roads development standard	PW																					
Objective C: Consider alternative circulation for Road 2 North/89 intersection	DS	PW																				
Objective D: Review and adopt off-site improvement policy for non-vehicular circulation	DS	PW																				
Trails plan -ped& non-ped	DS	P&R																				
Sidewalk requirements for commercial and residential development	DS	PW																				

YAG: Yavapai Association of Governments MAG: Maricopa Association of Governments P & R: Parks & Recreation SSP : State Special Projects (CDBG)

Given the Town's limited funding for road maintenance and improvements, it is critical that a carefully considered plan be developed. In the past, road standards were not enforced, despite having adopted them in the 90's. Combined with a non-existent dirt road standard, few roads are consistent in their construction, creating a maintenance nightmare. Additionally, no off-site improvements have been required as there is no adopted planning document requiring them. Creation of such a policy and supporting planning documents will enable the Town to require construction of sidewalks, multi-use paths, and similar amenities for public use. SSP: State Special Projects; funded by ADOH via Community Development Block Grant (CDBG)

KEY RESULT AREA 3: COMMUNITY ENGAGEMENT AND COMMUNICATION



Historically, the Town has functioned separately and apart from civic, municipal, and educational organizations and agencies. This disconnect has contributed to some voids in non-governmental services that impact quality of life issues and the citizens of the community. Further, disconnects in communication between the Town and these organizations, as well as the Town and it citizens, have led to challenges when it comes to transparency and positive, cooperative work between the Town and the Community. Finally, the isolation has hampered regional cooperation and partnerships that could benefit Chino Valley.

It is fundamentally important that the Town work with critical organizations and entities such as schools, medical service providers, the Chamber of Commerce, and similar groups to ensure that the community's needs are being met. Recent efforts to engage with surrounding communities in planning and regional economic development efforts have created a foundation for cooperation amongst the various political subdivisions in the Quad-Cities area.

Critical Entities

- Educational Facilities
- Medical
- Transit
- Chamber of Commerce
- Recreational Facilities

A successful relationship will bring members of these organizations and entities together with Town staff to plan for future growth and development in the community. By interconnecting these seemingly independent entities, the town and its partners can work towards a community that considers the needs of all residents. Better communication with the public will foster a greater sense of trust and community. It will also empower the citizens to take a more active role in the development of their community.

STRENGTHS

Feeling of Community: The sense of belonging and common purpose held by the residents of the Town, Council and Commission members, and Management and Staff that describes those traits and amenities most valued by the community as a whole.

d) *Despite some disagreements, most citizens have a positive feeling of community*
e) *Cohesive sense of identity and qualities that define being a part of Chino Valley*

Leadership: Forward looking, visionary Council setting policy to guide the Town's future

a) *Works with administration to put the Town on a path for success*
b) *Ensures quality service for the Community.*
c) *Growing Chamber of Commerce providing a unified voice for business community in Chino Valley*

Planning: A process by which a structure and hierarchy of tasks are conceptualized before they are needed, then set forth in documents that provide a framework for action to address future growth and development.

a) *Planning processes and tools are used to create goals and objectives that include other organizations and partners.*
b) *General Plan provides community input in physical planning of the Town.*
c) *Department heads work together to develop plans that create a better Chino Valley*

WEAKNESSES

Overcoming a past that contained conflicts: Council, staff, and the community are working to remove frustrations, and create a solid sense of trust with each other

a) *Not distrust but frustration with the Town.*
b) *General apathy*

Lack of Organizational Metrics: Management and staff are emerging from survival mode to firmer footing and are working to develop cohesive, unified plans to move town forward

a) *Lack of polished coordination between General Plan, Overall Economic Development Plan, Capital Improvement Plan, Infrastructure Development Plan, Old Home Manor Development Plan.*
b) *Economic downturn forced staffing reductions, furloughs, and wage freezes which have resulted in odd organizational structures and mixed and multiple responsibilities among management and staff*
c) *New modes of communication with public and partners are in development*

Opportunities

Uptick in economy provides opportunity to re-establish neglected community relations

a) *Interagency and intergovernmental partnerships with neighboring groups and communities will increase opportunities for regional growth*
b) *Cooperation and communication among public and non-public providers of amenities (transit, medical services, education) can better match available services to market demand*
c) *New means of communication are instantaneous – Facebook, Twitter, and webpage provide endless opportunities to engage the community in communication with staff and council.*

Threats

Disparate opinions regarding future development/growth drive conflicts that are difficult to resolve.

- Negativity is difficult to overcome
- Citizen distrust of Town Government (as well as state and federal government) seems to be constant
- Some decisions of previous Councils limit opportunities for the Town.

Trends

Community mistrust of Local government will continue

- Evidence is the failure of the community to approve school bond issues.
- A general atmosphere of mistrust, combined with difficulties in broadening communication and some citizen's desires to hold onto the status quo make this a persistent challenge.
- By focusing first on long range planning, the Town can become more proactive in responding to challenges rather than reactive.

The real citadel of strength of any community is in the hearts and minds and desires of those who dwell there.

– Everett Dirkson

- Demand for amenities such as schools, recreation, transit, and will correspond with residential growth.

KRA 3: COMMUNITY ENGAGEMENT AND COMMUNICATION																							
Goal 1: Improve availability of information from Town to Citizens			2016				2017				2018				2019				2020			
Objective A: Make information more readily available and accessible			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Strategy 1: Continue to refine Communications Plan	ATM																					
Action A: Broaden use of social media to better connect with citizens	ATM																					
Action B: Maximize use of traditional and non-traditional media channels	ATM																					
Action C: Use Information Officer to deliver a consistent, coherent message	ALL																					
Strategy 2: Implement Software as Service (SAS) for Planning and Economic Development	DS	IT																				
Action A: Implement service that provides real-time information to citizens regarding development projects	DS	IT																				
Action B: Website link to land use and zoning data via SAS system	DS	IT																				
Action C: SAS to track development agreements and obligations	DS	IT																				

Strategy 3: Departments to provide activity reports to Council on a quarterly basis	ALL																					
Action A: Monthly/quarterly reporting of permit activity to Council and Social Media																						
Action B: Quarterly reporting for all departments																						

SAS: Software as Service
ATM: Assistant Town Manager IT: Information Technology

Continuous transparent communication is the best means to connect with the community. Implementation of the Communications Plan has created a more structured and consistent message; this is critical in establishing trust of Town government in the community. Again, regular reporting to council will provide direct information regarding progress in achieving goals and objectives, as well as provide growth metrics to the community.

KRA 3: COMMUNITY ENGAGEMENT AND COMMUNICATION

Goal 2: Create relationships with external community partners			2016				2017				2018				2019				2020			
Objective A: Town staff and leadership will actively engage with staff and leadership in the Quad Cities area			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Strategy 1: Develop partnerships with other municipalities, political subdivisions, and organizations throughout the Quad City area.																						
Action 1: Staff actively participate in regional groups and committees (EG., GPREP, CYMPO)																						
Action 2: Meet with local organizations; develop mutually beneficial programs																						
Objective B: Join statewide professional organizations relevant to the Town's mission																						
Strategy 1: find overlap in missions where mutual support can be developed																						
Action A: Support Chamber Business Attraction and Retention activities																						
Action B: Cultivate co-branding programs																						

Past administrations have isolated themselves from active participation with surrounding communities, missing opportunities for cooperation and partnership. Recent changes in leadership have renewed collaboration with Yavapai County, Prescott, GPREP, PVEDF and other entities; the results have been positive. Continuing communication avails staff to best practices and the ability to plan bot regionally and locally. Working with local civic groups and other agencies and organizations reduces programmatic overlap, allowing an efficient use of taxpayer dollars.

Objective C: Develop specific goals and a timeline for collective action in advancing the Town's Strategic Plan																							
Strategy 1: *Provide regular reports to Town Council highlighting organizational interaction with key community groups, leaders and the Town's partners*																							

CYMPO: Central Yavapai Metropolitan Planning Organization GPREP: Greater Prescott Regional Economic Partnership

SP 2016: Addenda

Town Council Goals: 2016 Strategic Plan

The purpose of the Strategic Plan is to set forth Council's goals and objectives for the next four (4) years. These goals and objectives are based on the community's desires for future growth and development as expressed through the 2014 General Plan. The Strategic Plan is not a competing or contradictory document, but represents Council's unified approach for achieving the vision set forth in the General Plan.

Every year, Council sets forth broad goals that reflect their priorities in constructing a solid foundation for future success. Staff then plans strategies and actions that will realize the objectives and goals set by Council; once Council approves the Strategic Plan, it forms the basis for future actions by staff.

For FY 2016/2017, Council has identified the following goals:

1. Complete installation of infrastructure at Old Home Manor Industrial Park
    - Work on this project began with finance planning in 2013; applying for and receiving $1.9 million in State, Federal, and private assistance
    - Construction is anticipated to begin in the fall of 2016 and complete by June 30, 2017.
2. Expand the water system
    - While the purchase of the Prescott water system was not successful, alternative plans for expansion of the water system are underway.
    - Extension of municipal services, especially water, are critical to the economic survival of the town.
3. Create a long-term roads maintenance program
    - Lack of funding has delayed necessary maintenance of the existing road system
    - Carefully planned maintenance may enable the Town to salvage those portions of roads that are repairable; some roads may return to dirt surfaces
4. Create project progress reporting to Council
    - Increased communication between Staff and Council at meetings will provide direct information to the public
    - Transparency should engender trust between elected officials, staff, and the public

5. Begin septage acceptance at the Sewer Plant
    - Excess capacity at the Wastewater Treatment Plant can be monetized by accepting septage from local and regional haulers
    - Fees charged for this service can help finance maintenance and operations at the WWTP
6. Complete the Center Street Sewer Extension
    - WIFA financing of this project has enabled the Town to lower its debt service on existing debt
    - Additional accounts will shore up the sewer fund
7. Create a Capital Assets inventory
    - There is no existing inventory of capital assets
    - Proper maintenance and replacement of assets cannot be managed until all assets are inventoried

The first step in creating an effective Capital Improvements Plan (CIP) is to inventory the assets and liabilities of the Town. Rudimentary tracking systems are in place now, but are not capable of providing the data necessary to accurately track usage, required maintenance, and depreciation of rolling stock. Similarly, there is no central repository of development agreements and requirements, zoning actions with stipulations tied to approvals, or other obligations that may create performance liabilities for the town.

SP 2014 KRA 2 Accomplishments: Economic and Community Development

Goal 1: Complete the CV Industrial and Commercial Development Plan

Objective A: Develop CV Industrial and Commercial Development Plan: Much progress has been made toward the accomplishment of this objective. Funding is in place for infrastructure development at OHMIP, and it has moved from uncertified to Bronze site certification by the Arizona Commerce Authority. CivilTec has been retained to design and assist with construction management, which is expected to be complete by the end of FY 16/17. Additional grants from AZGAF for improvements at the shooting range have enabled work to begin on the long-range rifle bays.

Objective B: Initiate business attraction and retention efforts for OHMIP: Completion of this objective is well underway. The Mayor's Ad Hoc Committee on Recreation and Old Home Manor has been working with a number of groups that are interested developing recreational activities at OHM. The success of the radio airplane facility has generated interest in moving the site so that it can be expanded. Renewed interest in the old rodeo grounds has been driven by a group of citizens; a lease is expected to be approved by council shortly. Staff will be contracting with a planning consultant to design a Master Plan for the industrial park; development of leases and Covenants, Codes, and Restrictions are also underway. Business recruitment and retention efforts have proven successful. There are two (2) prospective tenants for the industrial park, and three (3) developers have expressed an interest in partnering to construct spec buildings in the Park. Partnering with GPREP has provided the Town with the ability to participate in regional economic development initiatives. Marketing materials have been developed that speak to the community as a whole, as well as provide industry- and sector-specific information.

Objective C: Develop programs to support entrepreneurs and small businesses in Chino Valley: Accomplishing this goal has resulted from cooperation and partnership with the Chino Valley Chamber of Commerce. The Business Support Center was initially established at the Development Services Department; by relocating it to the CVCC, it better supports the Chamber's business development mission. Staff has been working closely with the Small Business Development Center at Yavapai College to develop and plan economic policy for the town.

Objective D: Complete 5 year flood management plan: Staff continues to work closely with the Flood Control District to resolve long standing issues in Town. The Center Street Box Culvert project is complete, as is the Chino Meadows 5 Flood Control Project. The West Road 2 South drainage project will proceed as funding is made available by the Yavapai County Flood Control District.

Goal 2: Complete the CV Water and Wastewater Infrastructure Plan

Objective A: Acquire Prescott Water pipes: The Town negotiated with the City of Prescott to purchase the pipes owned by the COP that are located within the corporate boundary of the town. Prescott obtained the water lines as part of its purchase of water and related infrastructure from Chino Valley Irrigation District. Connection to the Prescott system can be costly; Chino Valley residents are charged a 30% surcharge for service outside of the City limits. This unusual situation has retarded retail and commercial growth in town, undermining its ability to become self-sufficient. The City of Prescott declined to sell their pipes to Chino Valley; therefore, there was no need to finance a non-existing project through bonds or other means. Similarly, there was no need to design interconnections between the two systems.

Objective B: Acquire Wastewater Treatment System: At the same time, Staff worked with Fann Environmental to purchase the Wastewater Treatment Plant. After agreeing upon a value, the Town was able to purchase the plant and take over operations in April of 2015. As commercial development is able to finance extensions, the sewer system will expand to serve those properties as well. Due to a lack of private sector participation, it was not possible to install dry lines during construction of the Perkinsville roundabout on SR 89.

Objective C: Develop long-range water resource program: The ability to grow residential, retail, and employment in Chino Valley is inherently tied to the Town's ability to provide water. While the Town maintains a portfolio of water, outstanding agreements have tied up the water owned by the Town. While alternatives like rainwater capture systems may provide some relief on a single-user basis, large scale projects would run afoul of water rights held by Salt River Project. Injection wells may expedite aquafer recharge, however, a rigorous cost/benefit analysis has not yet been performed.

The Town entered into a PADA in 2001 with Running W Ranch for the lands that are now the Bright Star residential subdivision. Since that time, there have been 17 additional agreements or amendments to the agreements, creating a Gordian Knot of legal conditions and obligations that may or may not hamper the Town's ability to grow its water portfolio. Deciphering the agreements is critical in understanding the Town's obligations. The Concessionaire's Agreement with Prescott Sportsman's Club (PSC) should also be reviewed with an eye to renegotiation to ensure both sides are meeting their obligations as described in the contract. Staff is working through the issues with the Town Code and the Unified Development Ordinance (UDO); while gross conflicts with ARS have been resolved, implementing best practices in municipal planning, development, and administration is currently underway.

Strategic Plan 2014 KRA 3 Accomplishments: Community Engagement & Communication

Since 2014, much progress has been made in improving communication and outreach not only with the public, but with civic organizations, regional agencies, and adjacent municipalities. Staff participation in the Greater Prescott Regional Economic Partnership (GPREP), Arizona Economic Development Association, Quad Cities Standards, Specifications, and Details Committee, Northern Arizona Municipal Water Users Association and similar groups has enabled the community to reconnect with its neighbors and like communities throughout the state of Arizona.

Objective 1: Certify a partnership agreement for joint cooperation between Chino Valley leaders and Town partners, including people and organizations in education, health care, transit, and recreation: While no formal partnership agreement has been "certified", communication between the Town and other agencies have continued to improve. Partnership opportunities with the school, regional transit, and recreation have been created and are beginning to have a positive impact on the town. Private groups such as the Radio Controlled Flyers and the equestrian association are developing recreational facilities at Old Home Manor; Yavapai Transit provides transportation around Chino Valley as well as to Prescott and Prescott Valley.

Objective 2: By 12/31/15, increase community support for the Town's direction, policy makers, and staff to no less than 75% as demonstrated by annual community surveys: Development of a Town of Chino Valley Facebook page has provided a ready means of tracking community sentiment regarding the Town's direction, policy, and staff. While traditional mail-in surveys are time consuming and costly to conduct, online survey services (e.g., Survey Monkey) can be free of charge and provide analytics as part of their service. The Town Manager's office and the Town Clerk track all complaints and resultant corrective actions taken. Regular reporting to Council by staff with regards to project specific progress will keep the community up-to-date on the Town's activities.

d) *Objective 1: Certify a partnership agreement for joint cooperation between Chino Valley leaders and Town partners, including people and organizations in education, health care, transit, and recreation.*
e) *Provide regular reports to Town Council highlighting organizational interaction with key community groups, leaders and the Town's partners*
f) *Complete a series of meetings to discuss and craft a partnership agreement*
g) *Develop specific goals and a timeline for collective action in advancing the Town's Strategic Plan*
h) *the Town has a timeline for the goals to be established with each of these organization individually and as a consortium*

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 8. a.**

Meeting Date:	09/13/2016
Contact Person:	Amy Lansa, Administrative Technician Phone: 928-636-2646 x-1052
Department:	Council
Estimated length of Staff Presentation:	None
Physical location of item:	N/A

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of Town Manager, Robert Smith. (Councilmember Corey Mendoza; Councilmember Lon Turner)

Attachments

No file(s) attached.

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TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **Item No. 8. b.**

Meeting Date: 09/13/2016

Department: Town Clerk

Estimated length of Staff Presentation: None

Physical location of item: N/A

AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a contract with Prescott Sportsmen's Club related to management of the Chino Valley Shooting Range Facility that is the subject of negotiations. (Mayor and Council)

Attachments